

#26
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IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Reissue Application No. 09/773,303

Group Art Unit: 1638

Filed: 31 January 2001

Examiner: Nelson, Amy J.

Reexamination of U.S. Patent No. 5,894,079

For: FIELD BEAN CULTIVAR NAMED ENOLA

Inventor: Proctor, Larry M.

Date: 25 March 2003

DECLARATION OF POLLY PROCTOR

1. I am related by marriage to Larry Proctor, the inventor of Enola. I have been involved in the development of Enola.

Development of Enola

2. I was involved in every phase of the Enola development except the selection of seeds and their planting in 1991.
3. Starting with the 1992 planting, each generation of Enola was more uniform than the former generation, both in terms of plant characteristics and the shape, size and color (seed coat and hilar ring).

Efforts to Obtain CIAT Beans

3. The request for reexamination was filed on December 2000.
4. My understanding is that CIAT was the party requesting reexamination.
5. The request for reexamination identified 6 beans that CIAT claimed were same as Enola. These are the same beans that the Examiner has identified in the Office Action).
6. In 2002, I started trying to get samples of these beans from CIAT. I have still not received them. As far as I am concerned, there has been a clear pattern of obstruction and broken promises. Indeed, I was informed at one point that one of

the beans (G 02400 Mantequilla) was no longer available. My correspondence with CIAT is attached as Exhibit A.

7. I also instructed my counsel to try to obtain the CIAT beans from CIAT's lawyer in the reexamination proceedings. This effort also led nowhere. The correspondence is attached as Exhibit B.

Testing of GRIN Beans

8. The Examiner has identified 3 beans with Grin accession numbers.
9. I have obtained samples of those beans from the USDA seed repository in Pullman, Washington and compared them to the *Munsell Book of Color*.
10. My results are set forth in Exhibit C.
11. In summary, none of the tested beans had a seed coat color that falls within the range of from about 7.5 Y 8.5/4 to about 7.5 Y 8.5/6 in the *Munsell Book of Color* with the scores being in the range of 5Y, 10Y or even 5YR and 10R. (red).

Growouts of Enola

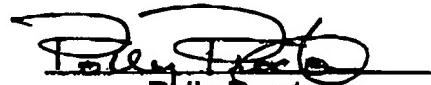
12. In recently settled litigation relating to our Plant Variety Protection Certificate, three samples of Enola from our stocks were grown out in the 2002 crop year. These samples were taken from stocks for the years 1996 (one sample) and 2000 (two samples).
13. As the plants grew, various features were measured. These measurements were recorded and graphed.
14. These efforts were directed by Mr. Gil Waibel, a bean expert, who prepared an affidavit summarizing the results of his work.
15. Mr. Waibel's Affidavit is of record in these proceeding pursuant to an Information Disclosure Statement. However, for the sake of convenience, I am attaching the Affidavit as Exhibit D. The 1996 sample is referred to as "101" and the two 2001 samples are referred to as "102" and "187". The 1996 sample was part of the original stock from which the sample sent to the ATCC was taken.

Myasi

16. In 2000, Larry Proctor and I began hearing that a yellow bean was being developed by Agri Services Inc. ("ASI"). Their documents referred to their bean first as "Myasi" and then later as "Myasi Mayacoba". In addition, their documents stated that their bean was proprietary and protected by a Plant Variety Protection Certificate. Exhibit E. All of this caused us to conclude that ASI was developing its bean from some yellow bean other than Enola.
17. Mr. Waibel tested Myasi beans at the same time that he tested Enola beans, as discussed above. Myasi beans are referred to as the "2002 crop" in Mr. Waibel's Affidavit. Mr. Waibel concluded that Myasi beans were not clearly distinguishable from Enola beans. Exhibit D.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my ability.

Dated this 25th day of March 2003.


Polly Proctor

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Number of Products: 13

Beans

Base de Datos Bibliográfica de Frijol (1970 - 2002)

Bibliographic Database on Beans

Institution/Author: CIAT
Publisher: CIAT
Year: 2002
Language: Spanish-English
Price: free
Price Colombia (in pesos): free
Scientific Contact: CIAT-Library

Database with abstracts in English and Spanish of about 20,000 documents on beans (*Phaseolus vulgaris L.*).

Keywords: *Phaseolus vulgaris*; Beans; Databases; Crops; Agriculture



Transformación Genética del Frijol (*Phaseolus* sp) Mediante el Uso de *Agrobacterium tumefaciens*

Institution/Author: GALINDO, L.F.; MEJIA, A.; ROCA, W.M.; TOHME, J.
Publisher: CIAT
Year: 2002
Language: Spanish
Price: free
Price Colombia (in pesos): free
Scientific Contact: Joe Tohme

[Genetic Transformation of Beans (*Phaseolus* spp.) Using *Agrobacterium tumefaciens*] Poster.

Keywords: *Phaseolus vulgaris*; *Phaseolus acutifolius*; Beans; Transgenic plants; Varieties; *Agrobacterium tumefaciens*; Genetic transformation

CIAT Project Web site: Bean Improvement

Download the poster in PDF format (171 kb)

Databases on Plant Genetic Resources



Institution/Author: CIAT
Publisher: CIAT
Year: 2001
Language: English
Price: free
Price Colombia (in pesos): free

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Scientific Contact: Carmenza Llano

 **Databases on Plant Genetic Resources**

This set of three databases covers selected accessions of common bean (*Phaseolus vulgaris*), cassava (*Manihot esculenta* Crantz), and forage germplasm held in the FAO- designated collection at CIAT. It includes passport data, and characterization and evaluation information. Through these databases, which are accessible through Internet, you can make on-line requests for germplasm you need. The Web site also provides, in English and Spanish, an introduction and additional information about the databases.

Keywords: Germplasm conservation; *Phaseolus vulgaris*; *Manihot esculenta*; Beans; Cassava; Feed crops; Databases

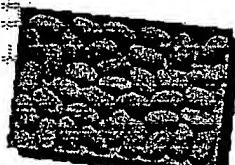
ISBN:0



 **Methods of Payment**

 **CIAT Project**
Web site: Bean Improvement

 **PROFRIJOL**
Web site (in Spanish)



 **CIAT Project**
Web site: Bean Improvement

 **Market Classes,**
PROFRIJOL Web site (in Spanish)

Mejoramiento Genético del Frijol (*Phaseolus Vulgaris L.*): Legado de variedades de América Latina 1930-1999

Institution/Author: VOYEST, O.

Publisher: CIAT

Year: 2001

Language: Spanish

Price: US\$24

Price Colombia (In pesos): \$25000

Scientific Contact: Oswaldo Voyest

Distribution Contact: Luis Alberto García (l.garcia-ciati@cgiar.org)

[Genetic Improvement in Beans] This publication compiles the work in genetic improvement of beans carried out in Latin America during the 20th century. The bean varieties developed in each country are listed, and data related to the genetic diversity of all varieties released between 1975 and 1999 are provided. The legacy of visionary professional breeders and farmers to Latin American agriculture is summarized herein.

Keywords: *Phaseolus vulgaris*; Beans; Plant breeding; High yielding varieties; Provenance; Plant nurseries; Adaptation; Genetic variation

ISBN:958-694-032-2

Mejoramiento del Frijol: Clases Comerciales

Institution/Author: VOYEST V., O.

Publisher: CIAT

Year: 2000

Language: Spanish

Price: free

Price Colombia (In pesos): free

Scientific Contact: Oswaldo Voyest

[Genetic Improvement of Beans - Market Classes] Web site. Different bean grain types exist from the marketing and consumer preference viewpoints. These are referred to as "commercial classes" and serve as prototypes when referring to a certain grain type in international trade and in the jargon used by those working with beans.

Keywords: *Phaseolus vulgaris*; Beans; Cash crops; Marketing; International trade

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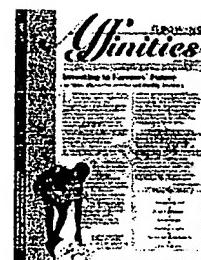
Mission
Project Portfolio
Crop Focus
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Board of
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Staff
Worldwide
Presence

**CIAT Is a
FUTURE
HARVEST
Center
supported
by the CGIAR**

The International Center for Tropical Agriculture (CIAT) is a not-for-profit organization that conducts socially and environmentally progressive research aimed at reducing hunger and poverty and preserving natural resources in developing countries. We refer to the products of this research as "solutions that cross frontiers," because they transcend national boundaries and other barriers as well.

Latest News

Last update: 28 August 2002

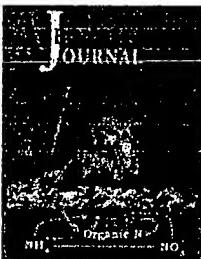
Growing Affinities

See the latest issue of this CIAT news bulletin focusing on innovative cooperation in agricultural research. The new issue reports on the progress of collaborative initiatives in Africa, Asia, and Latin America aimed at simultaneously reducing poverty and reversing soil degradation. Meet some of the rural people benefiting from these initiatives and find out more about the

novel ways in which agricultural scientists are working with them.

Conference on Social Research

On 11-14 September 2002, CIAT hosted a major international conference on social research in the Future Harvest centers—the first such event to be held since the 1980s. The conference came in response to repeated calls for stronger social research in the centers, as their mission has expanded beyond the fight against hunger to include poverty reduction. Participants examined the past record of social research and pointed to new ways in which it can help improve the livelihoods of the rural poor. Conference proceedings will soon be available. (For more information see the event's Web site.)

**CIAT in the Agronomy Journal**

The May-June 2002 issue of the Agronomy Journal, published by the American Society of Agronomy, features a cover design based on an article prepared by scientists at CIAT with colleagues in two US universities. The article reports on the development of a computer-based simulation model that should greatly simplify research on soil fertility in low-input agricultural systems of developing countries.

Download (715 Kb) a news item on the article published in the "Research Highlights" section of the August 2002 Issue of the Crop Society of America's CSA News.

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Future Harvest
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For an abstract of the article, see the [Agronomy Journal](#)
Web site.

Technology

Consortium Tropileche
Improved Feeding
Systems for
Dual-Purpose Cattle
In Tropical America

CSI
Consortium for
Spatial Information

Easier Access to Global Information Resources

A new search engine was launched in May that greatly simplifies the task of retrieving information on food, poverty, and natural resources in developing countries. Called the Info Finder, it was produced collaboratively by the Food and Agriculture Organization (FAO) of the United Nations, the Future Harvest centers, and the CGIAR. The new tool allows you to conduct targeted searches for documents available in electronic form from any of these organizations. They are working steadily to further enrich the current collection of information, which covers food crops, livestock, fisheries, water resources, agroforestry, and food policy.



New Alliance to Raise the Fertility of Tropical Soils

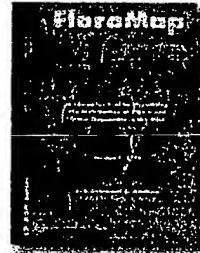
The global cause of halting tropical soil degradation has a new but familiar ally. It's the Alliance for Integrated Soil Fertility Management in Africa, formed recently by the former TSBF Programme, CIAT, and the International Centre for Research in Agroforestry (ICRAF). As a first step in creating the alliance, the TSBF Institute of CIAT was established under an agreement signed in December 2001 at Center headquarters in Colombia. Subsequently, CIAT and ICRAF agreed on terms for a wider arrangement that fully integrates the soils research of the three founding organizations. Scientists from these organizations met during early March with technical advisers from interested donor agencies for a 3-day strategy-development workshop (further details).

Download (334 Kb) a document summarizing the workshop's outcomes, entitled "Soil Fertility Degradation in sub-Saharan Africa: Leveraging Lasting Solutions to a Long-Term Problem."

See also our job announcement for a director of the new TSBF Institute.

See the article based on this document in the latest issue of *Growing Affinities*, a CIAT news bulletin.

FloraMap™ Version 1.1 Now Available



CIAT has published a slightly modified version of this powerful computer tool for tracking down and conserving plant species and other potentially useful organisms in the wild. The original version of the program is already in the hands of hundreds of biodiversity specialists around the world. Changes in the program now make it possible to use FloraMap in Europe and facilitate its application in Asia. For more information see the [FloraMap Web site](#).

To order a copy on CD-ROM, see our product catalog.

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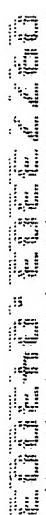
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The plant genetic resources conserved by CIAT are a component of the world "designate collection" of the UN Food and Agriculture Organization (FAO). Under a 1994 agreement with FAO, CIAT makes its germplasm available free of charge, upon request, to farmers, farmer associations, breeders, agronomists, extension agencies, universities, and biodiversity institutes with a clearly articulated need.

For further information contact: Carmenza Llano

[Material Transfer Agreement \(MTA\)](#)



CIAT operates a large, state-of-the-art plant gene bank—the Genetic Resources Unit (GRU)—at its headquarters in Cali, Colombia. Three additional sites in the country provide seed multiplication services to systematically replenish the collection. The job of the GRU is to safeguard the genetic diversity of beans, cassava, forages, and their wild relatives through a mix of conservation methods, both *in situ* (in a natural outdoor habitat) and *ex situ* (in the controlled environment of a gene bank). This work is essential to global agriculture, food security, and the R&D efforts that support them.

Among the GRU's activities are research to improve conservation methods (including ways to minimize risks to the collection); screening germplasm for disease and certifying it; duplicating materials in the collection; collecting or otherwise acquiring novel materials; recording passport, characterization and evaluation data for accessions in the collection; and conducting training courses.

The GRU's collections contain 60,000 accessions (samples of seeds and other reproductive plant materials), mostly unimproved landraces. Representing 720 species, this germplasm is documented in our bean, cassava, and forage databases, from which users can generate reports on selected accessions in the collections.

Every year, CIAT distributes genetic material of 5,000 to 6,000 accessions in response to requests from around the world. Materials from the gene bank may be used for bona fide crop improvement research, field trials, seed multiplication, and training in genetic conservation. FAO designate materials are considered the collective heritage of humankind and, thus, are

[Policy on Intellectual Property Rights](#)

More Background Information on the Databases:

[Beans](#)[Cassava](#)[Forages](#)[CIAT In Focus:](#)

[Agrobiodiversity Conservation: Keeping the Options Alive](#)

[Improved Germplasm at CIAT](#)

[Related Web Sites](#)

[Singer
The CGIAR System-wide Information Network for Genetic Resources](#)

[IPGRI
International Plant](#)

not patentable.

Genetic Resources
Institute

The GRU also provides advice, expertise, and training in genetic conservation as a support to national research programs in the region.

Requests for improved germplasm should be directed to the appropriate CIAT commodity project. This refers to elite bean, rice, cassava, and forage lines selected or improved by CIAT breeders. As newer materials are not yet included in the FAO designate collection, they may not be available directly from the GRU's gene bank.

Although CIAT has a mandate to conduct rice research for Latin America and the Caribbean, the GRU does not undertake long-term conservation of rice genetic resources. For more information on access to rice germplasm (other than CIAT elite lines), go to the Genetic Resources Center Web site of the International Rice Research Institute (IRRI).



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beans

Cassava

Material Transfer Agreement (MTA)

The material contained herein is being furnished by the Centro Internacional de Agricultura Tropical (CIAT; International Center for Tropical Agriculture) based in Palmira, Colombia, under the following conditions:

CHAP. 22. 2203.

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Forages

Search by
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Beans

Cassava

Forages

Designated Germplasm

CIAT is making the material described in the attached list available as part of its policy of maximizing the utilization of genetic material for research. The material was either developed by CIAT; or was acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entering into force of the Convention on Biological Diversity, it was obtained with the understanding that it could be made freely available for any agricultural research or breeding purposes.

The material is held in trust under the terms of an agreement between CIAT and FAO, and the Recipient has no rights to obtain Intellectual Property Rights (IPR) on the germplasm or related information.

The Recipient may reproduce the seed and use the material for agricultural research and breeding purposes and may distribute it to other parties provided the recipient is also willing to accept the conditions of this agreement¹.

The Recipient, therefore, hereby agrees not to claim ownership over the germplasm to be received, nor to seek IPR over that germplasm or related information. He/She further agrees to ensure that any subsequent person or institution to whom he/she may make samples of the germplasm available, is bound by the same provision and undertakes to pass on the same obligations to future recipients of the germplasm.

CIAT makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, availability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material.

Upon request, CIAT will furnish information that may be available in addition to whatever is furnished with the seed. Recipients are requested to furnish CIAT performance data collected during evaluations.

The material is supplied expressly conditional on acceptance of the terms of this agreement. The Recipient's acceptance of the material constitutes acceptance of the terms of this Agreement.

¹This does not prevent the Recipient from releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

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Policy on Intellectual Property Rights

[Context] [Preamble] [General Principles, Objectives, and Operating Policies]
 [Access to and Use of Proprietary Technology] [Designated Germplasm (in Trust Germplasm)]
 [Nondesignated Germplasm/Products of Center Research]
 [Publications (Printed and Electronic), Databases, Reports, Training Materials, Public Awareness Materials,
 Artwork, Software, and Audiovisual or Multimedia Materials]
 [Trademarks] [Confidentiality and Ownership as It Relates to Staff and Others]
 [Implementation] [Effective Date]

I. Context

As a publicly funded international research institute, CIAT regards its research products as international public goods. The Center is committed to keeping these products in the public domain, free for use and development by both scientists and farmers. As a direct consequence of this commitment, CIAT has a responsibility to be alert to changes in the political, legal, and market environments and to adopt new strategies and tools as needed.

In recent years there have been dramatic developments in the field of intellectual property rights (IP) associated with biological materials, computer software, and information. Patent protection has been extended to crop varieties and/or their genetic components in a number of countries. In addition, the Convention on Biological Diversity (CBD) has come into force, addressing issues of sovereignty, ownership, conservation, access, and benefit sharing. The Food and Agriculture Organization (FAO) of the United Nations (UN) has been hosting negotiations on similar topics related specifically to plant genetic resources for food and agriculture. The legal and political environment for institutions such as CIAT has thus become more complicated. In that context the Center has developed and formally ratified this policy on intellectual property.

II. Preamble

1. The International Center for Tropical Agriculture (CIAT) is an autonomous, not-for-profit, international scientific organization operating under the aegis of the Consultative Group on International Agricultural Research (CGIAR). CIAT's mission is:

To reduce hunger and poverty in the tropics through collaborative research that improves agricultural productivity and natural resource management

2. CIAT's policy on intellectual property has been developed to help the Center achieve its objectives, in particular by providing:
 - i. Clear objectives and principles of conduct in the management of intellectual property and the creation and sharing of benefits therefrom;
 - ii. Guidelines on how and when intellectual property protection will be sought and exercised; and
 - iii. Mechanisms concerning the use of intellectual property and protected material by recipients to ensure that this use is consistent with CIAT's mission.

2. This policy will be appropriately applied to all relevant situations and relationships in a case-by-case manner.

III. General Principles, Objectives, and Operating Policies

1. CIAT abides by relevant international laws and treaties concerning intellectual property rights and genetic resources. As a matter of principle and practice, the Center adheres to national laws in the states in which it operates as well as to the terms of contracts made with donors and partners.
2. CIAT reaffirms its continuing commitment to the principles of its 1994 agreement with FAO, under which the Center holds designated germplasm in trust for the benefit of the international community, particularly developing countries. CIAT encourages germplasm donors to permit the designation of material pursuant to this 1994 agreement.
3. CIAT reaffirms its commitment to FAO resolution 5/89, which endorses the concept of farmers' rights. These embrace rights arising from past, present, and future contributions of farmers to conserving, improving, and making available plant genetic resources. CIAT recognizes that the intellectual property rights of indigenous and local communities may involve a series of forms, obligations, and privileges, which need to be understood and respected within their specific social contexts.
4. CIAT endorses the CGIAR's "Ethical Principles Relating to Genetic Resources."
5. CIAT will manage intellectual property issues with:
 - i. Integrity;
 - ii. Equity;
 - iii. Responsibility; and
 - iv. Accountability.
6. In the pursuit and management of intellectual property rights, CIAT will be guided by:
 - i. Its mission; and
 - ii. Its special responsibilities to the resource poor arising from its role as a provider of germplasm, technologies, and information.
7. CIAT will consider whether to acquire, and how to manage, the intellectual property rights associated with all products of its research.
8. CIAT may enter into contracts that provide for the acquisition and management of confidential materials. The Center may also seek to protect products of its research by obtaining appropriate intellectual property protection (e.g., through patents, plant breeders' rights, copyrights, trademarks, statutory invention registrations or their equivalent, and/or trade secrets, etc.) to accomplish the following objectives in keeping with its mission:
 - i. Support partnerships that pursue mission-based research or develop and apply research results;
 - ii. Assure access by others to research products developed or funded by CIAT;
 - iii. Retain control over research products developed by CIAT; avoid possible restrictions arising from "blocking" patents; and ensure CIAT's ability to pursue its research without undue hindrance.
 - iv. Guarantee the transfer of technology, research products, and other benefits to the resource poor, including, where appropriate, public licensing, commercialization, or utilization of research products; and/or
 - v. Facilitate the negotiation and conclusion of agreements for access to proprietary technologies that are useful for CIAT's research and further its mission.
9. CIAT will adopt procedures and employ practices, such as DNA fingerprinting, the keeping of appropriate laboratory notebooks, and controls over the release of Center research products, to safeguard its intellectual property.
10. In matters related to intellectual property rights, CIAT will exercise its judgment in determining what action to take, if any, on a case-by-case basis in accordance with this policy and to further CIAT's mission.
11. In all intellectual property decisions, CIAT will act in a fair and equitable manner.
12. In seeking intellectual property rights, CIAT will be guided by its commitment to serve the resource poor rather than by opportunities to obtain recurring revenues. To the extent that financial returns are generated via intellectual property, the Center will use them to support its mission-related work.
13. All arrangements with third parties concerning the access, joint creation, use, or

exploitation of intellectual property protected materials will be appropriately documented.

IV. Access to and Use of Proprietary Technology

1. Proprietary technology (technology owned and protected by others through intellectual property rights), when properly acquired, may be used by CIAT to achieve advances that are necessary for furthering its mission.
2. Prior to the use and application of such technology, CIAT will make its best effort to identify any restraints associated with the use of this technology or with the distribution of products or processes incorporating the proprietary technology. The Center will endeavor to produce and distribute research products that are "free and clear" of restrictions imposed by third-party intellectual property rights. If these products are not "free and clear," CIAT will make its best effort to disclose any outstanding restrictions that might apply to them.

V. Designated Germplasm (In Trust Germplasm)

1. CIAT will manage designated germplasm for the benefit of the international community according to the terms of its agreement with FAO.
2. According to this agreement, CIAT "will not claim legal ownership over the designated germplasm, nor will it seek any intellectual property rights over that germplasm or related information."
3. CIAT adheres to the principle of ready access to designated germplasm and will honor reasonable requests for this material in accordance with the agreement between CIAT and FAO, as detailed in several joint interpretive statements agreed on by FAO and the CGIAR centers.
4. Designated germplasm is made available to recipients under conditions set forth in a Material Transfer Agreement (MTA) developed in collaboration with FAO in 1995 and other CGIAR centers. As set forth in the MTA, all recipients must agree:
 - i. Not to claim legal ownership or seek intellectual property protection over the designated germplasm or related information; and
 - ii. To make any subsequent transfer of the designated germplasm or related information subject to these conditions.

VI. Nondesignated Germplasm/Products of Center Research

1. CIAT endeavors to facilitate access to and use of improved germplasm and research products for the public benefit. By tradition and preference, CIAT does this through publication and public disclosure. In specific cases CIAT may determine that publication or public disclosure might impair the ability of national agricultural research systems (NARS), or CIAT's own ability, to pursue research rationally and without restriction or facilitate access to or ensure delivery of research products. In such circumstances CIAT may pursue those objectives by:
 - i. Taking, or allowing others to take, intellectual property rights on research products or material derived from research products; and/or
 - ii. Granting exclusive or nonexclusive (public) licenses over research products.
2. Any of CIAT's material derived from pre-existing germplasm, breeding material, or research products must first qualify as a derivative before it will be eligible for intellectual property protection by CIAT. The Center will conform to the conclusions of the CGIAR Center Directors' Committee on Intellectual Property Rights on the definition of derivatives, once these conclusions have been reached.
3. CIAT reserves the right to retain research products for its own use and to enter into agreements to distribute research products in a targeted or selective manner to certain partners and/or in certain markets. It may do so either with or without a fee or in exchange for access to technologies needed by the Center. In licensing its research products, CIAT strongly prefers to use nonexclusive licenses. It recognizes, however, that this may not always advance the interests of the Center or its partners. CIAT will use its best judgment in making such decisions, guided by a commitment to its goals and objectives.
4. With regard to the protection of cells, organelles, genes, molecular constructs, plants, varieties, and traits as well as organisms (such as rhizobium, mycorrhizae, endophytes, entomopathogens, and parasitoids), CIAT will consider the effects that patenting could have on access to, as well as the distribution and use of, the

- protected product before it proceeds with an application for intellectual property rights protection.
- 5. Where appropriate, recipients of nondesignated germplasm and products of Center research will be required to recognize CIAT publicly as the source of the original material or product.
- 6. In agreeing to allow recipients to apply for intellectual property protection, CIAT does not in any way waive its rights to challenge excessive protection by recourse to administrative and/or court proceedings.
- 7. Nondesignated germplasm/products of Center research will be made available to recipients under conditions set forth in a Material Transfer Agreement (MTA) developed for this purpose.
- 8. CIAT may hold collections for others under secure "black box" conditions, for conservation purposes, under terms agreed with the owner.

VII. Publications (Printed and Electronic), Databases, Reports, Training Materials, Public Awareness Materials, Artwork, Software, and Audiovisual or Multimedia Materials

- 1. CIAT encourages the wide dissemination of its publications (printed and electronic); including databases, maps, reports, training materials, public awareness materials, artwork and audiovisual or multimedia materials, and desires that such materials be used to maximum public benefit.
- 2. In creating such materials, CIAT will
 - i. Only use the copyright material of others within "fair use" limitations or with the consent of the copyright owner; and
 - ii. Will properly attribute the source of the material.
- 3. CIAT publications (printed and electronic) will normally carry standard copyright convention signs, indicating CIAT as the copyright owner of the compilation, published edition, and/or the material published (as appropriate), together with the year and location of publication. In keeping with these policies, CIAT may require those accessing materials or information through the Internet to indicate their agreement to specific terms contained in on-line contracts regarding access, distribution, and use.
- 4. CIAT will include in its publications (printed and electronic) standard copyright notification statements:
 - i. Permitting that others, but especially NARS, make copies of CIAT copyright material for noncommercial purposes;
 - ii. Requiring attribution where CIAT copyright material is reproduced in other publications;
 - iii. Prohibiting interference with or modification to the material without the express consent of CIAT; and
 - iv. Addressing any other issues relevant to the best use of the material, such as procedures for dissemination and recall of material subject to updating.
- 5. CIAT may enforce its copyright in CIAT publications (printed and electronic) and protect them from unfair competition to:
 - i. Respond to a breach of the above terms;
 - ii. Prevent misappropriation of such material for commercial purposes; and/or
 - iii. Protect the fidelity of such material.
- 6. CIAT may cooperate with others in the development of databases that assist the resource poor. In such collaborative work CIAT will give priority to securing these databases in the public domain.

VIII. Trademarks

- 1. CIAT has registered the "CIAT" name and logo and may register other distinctive marks as trademarks to protect the goodwill and reputation associated with the exclusive use of these marks by CIAT and to ensure that the Center receives proper credit.

IX. Confidentiality and Ownership as It Relates to Staff and Others

- 1. CIAT personnel (management and staff) and CIAT trustees are required to sign a confidentiality agreement. In addition, visiting scientists, researchers, students, staff of institutions hosted at CIAT facilities, and partners will also be required to sign appropriate agreements as a condition of their association

- with CIAT.
2. Any rights (intellectual or technical property) to research products, publications, and other works created or contributed to by CIAT personnel in the course of their normal and assigned professional duties will be vested in CIAT, and this will be reflected in all employment contracts.
 3. Any rights (intellectual or technical property) to research products, publications, and other works commissioned by CIAT will be assigned to and vested in CIAT as a right holder.
 4. CIAT will appropriately recognize the contributions of staff towards the creation of research products, including those protected by intellectual property. The form of this recognition shall typically be public acknowledgment but may also include other forms of rewards or compensation at the discretion of the director general.
 5. CIAT staff and others affiliated with CIAT are required to disclose all innovations made during the course of their employment or affiliation with CIAT.
 6. Collaborative research or research funded by CIAT will allow the Center to either:
 - i. Own or share ownership of any rights (intellectual or technical property) in the research products, including copyright in any research reports or papers; or
 - ii. Have the discretion to control the publication of such research reports and papers and to require the collaborator to seek permission from CIAT before applying for any intellectual property protection in the research products.
 7. Where collaborative research products or works are to be owned jointly, ownership and/or the use to which the product is put will be negotiated by the partners. In CIAT's view this will be done to further its mission and according to local law.

X. Implementation

1. This policy will apply to all of CIAT's activities, programs, and offices, and accordingly all references to CIAT in this policy will be construed to include references to these entities.
2. Responsibility for implementing this policy rests with CIAT's director general. Only the director general is authorized to sign property rights agreements. He/she will be assisted in property rights matters by an Intellectual Property Rights Committee, appointed by the director general.
3. CIAT staff are required to abide by this policy. If in doubt, a staff member must seek a decision from the director general.
4. All intellectual property rights agreements will be filed centrally in the office of CIAT's legal advisor.

XII. Effective Date

1. This policy is effective from 11 May 2001 and will remain in force until superseded, canceled, or suspended in writing by the authority of the Board of Trustees.
2. In the context of an evolving legal and political environment, the CIAT Board of Trustees will regularly review this policy and its implementation to ensure that the Center is well positioned to carry out its mission.

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Home > Databases on Plant Genetic Resources >

Search by Parameters

Beans

Cassava

Forages

Search by Accession Number

Beans

Cassava

Forages

**Login name****Password****Forgot?****If you're not registered?****Register here****Forgot Your Password ?**

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2001 2002 2003 2004 2005 2006 2007 2008

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10/14/02 11:52 AM

Information Access Agreement

ITA

Quit

CIAT Information Access Agreement for Data Bases Preamble

This Information Access Agreement (referred to hereafter as the 'IAA') governs the terms and conditions under which the Centro Internacional de Agricultura Tropical (international organization founded by the International Bank for Reconstruction and Development and the United Nations Programme for Development, affiliated to the Consultative Group on International Agricultural Research (CGIAR), and referred to hereafter as 'CIAT') is making available to the institution or the individual mentioned below (referred to hereafter as the 'User') information and data described in the forthcoming data base. "The Parties" refer to both CIAT and the User.

This Information Access Agreement (referred to hereafter as the 'IAA') governs the terms and conditions under which the Centro Internacional de Agricultura Tropical (international organization founded by the International Bank for Reconstruction and Development and the United Nations Programme for Development, affiliated to the Consultative Group on International Agricultural Research (CGIAR), and referred to hereafter as 'CIAT') is making available to the institution or the individual mentioned below (referred to hereafter as the 'User') information and data described in the forthcoming data base. "The Parties" refer to both CIAT and the User.

Terms and Conditions

Article 1. This Information Access Agreement is an agreement between one institution mentioned below through its legal representative or duly authorized agent and CIAT, or between an individual and CIAT. This agreement is uninominal, and not transferable. This IAA and the copyright of CIAT over the information and the data base shall last over the same duration as for any other copyrighted work in the country where the data base is accessed, according to the copyright law in this country.

Art. 2. CIAT is making available the information and data found in the data base and copyrighted to CIAT for general information purposes of scientific research, or germplasm conservation and enhancement such as plant breeding, or technical training, or general education, or academic or personal use. Anytime the User consults the data base through CIAT web site, he/ she shall be bound to the same obligations under this IAA. Should the User store the information and data for future use, or use them for research or training or informational purposes, or publish results of studies including the data or information, acknowledgement shall be given to CIAT

Art. 3. The User shall not claim legal ownership over the information and data found in the data base nor seek intellectual property protection under any form over these information, data and data base. The User shall not transfer the information and data found in the data base and referred to in this IAA, or any copy of them, to a third party without obtaining written authorization from CIAT beforehand. CIAT reserves the right to expressly authorize the transfer of the information and data to the third party, or

deal separately with the third party as another user.

Art. 4. The User shall not modify the information and data in any way. The User shall not use or distribute the information and data for profit, including commercial publication, reproduction, transmission, or storage in any form. The User can download or print part of the data base (not the totality) for his/ her own personal use for the purposes as defined in Art. 2. In printing part of the data base, the User should make sure that CIAT as copyright owner and the copyright sign and year appear in all copies.

Art. 5. CIAT is making available these information and data with all pertinent checks to the extent possible. CIAT however does not guarantee the accuracy or completeness or correctness of the information and data. The information and data do not reflect at all any philosophical, political, or any other non-technical opinion by CIAT. The information and data do not reflect either any position or endorsement by CIAT about countries (namely their boundaries or parts), institutions, associations, and individuals. The information and data should not be construed as professional know-how or opinion. The casual mention of any method or product or trademark in the data base does not mean any recognition or promotion by CIAT or warranty of merchantability or fitness for a particular purpose. CIAT shall not be liable for damages resulting from the use of the information and data, or the misuse of them such as omission or deformation, or performance.

Art. 6. No technical failure or mishap or delay in any presentation or transmission of the information and data and data base shall constitute a waiver of any right under this IAA. CIAT reserves the right to modify or update the information, data, and data base at any time in whatever way to better fulfill its mission; any modification or updating by CIAT shall not constitute a waiver of any right of the Parties under this IAA.

Art. 7. This IAA shall terminate immediately upon the violation by the User of any of the terms and conditions. The User may terminate this IAA at any time. Upon termination, the User agrees to delete all copies of the information and data found in the data base and to cease all uses of them.

Art. 8. User (signing on behalf of the institution, this being fully spelled, if appropriate), Full Names, Position (if appropriate), Place, Date.

(1) This does not prevent the Recipient from releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

I accept

Registration**Registration**[Back](#)[Quit](#)**Institution****Acronym****Country****City****Mailing Address****E-Mail****First Name****Last Name****Permiso de Importacion** SI **Tipo Institucion** CGIAR center

* Only CIAT Users

Estacion**User Name** Help?**Password** Help?

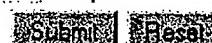
2002-10-14 12:13:22 2002

Registration**Registration**

Back

Quit

| | | |
|-------------------------------|--|-------|
| Institution | Pod-Ners, LLC | |
| Acronym | Pod-Ners | |
| Country | USA | |
| City | Delta | |
| Mailing Address | 269 Hwy. 348, Delta, CO 81416 USA | |
| E-Mail | redbeard@gi.net | |
| First Name | Larry | |
| Last Name | Proctor | |
| Permiso de Importacion | SI <input checked="" type="checkbox"/> | |
| Tipo Institucion | CGIAR center <input checked="" type="checkbox"/> | |
| Estacion | * Only CIAT Users | |
| User Name | larryproctor | Help? |
| Password | xxxxx | Help? |



(Javascript Application)

1st: Acronym can't null2nd: Full Station can't null

Registration**Registration**[Back](#)[Quit](#)**Institution**

Pod-Ners, LLC

Acronym

PodNers

Country

USA

City

Delta

Mailing Address

269 Hwy. 348, Delta, CO 81416 US

E-Mail

redbeard@gj.net

First Name

Larry

Last Name

Proctor

Permiso de ImportacionSI **Tipo Institucion**CGIAR center **Estacion**

unknown

* Only CIAT Users

User Name

larryproctor

Help?

Password

Help?

Registration

Registration

Close

Sign Up Completed

Now you can consult information about bean, forage, and cassava germplasm in our database.

Please click on 'Close' and continue your login process.

You will receive your confirmation by e-mail.

Remember that you are under the Information Transfer Agreement

Editing 2000

I clicked Close & lost entire site as well as internet connection -

Had to restart Netscape.

& took me back to desktop

Subject: SPAM: CIAT-GRU, REGISTER

Date: Mon, 14 Oct 2002 12:54:59 -0500

From: D.montero@cgiar.org

To: redbeard@gj.net

Thank you for visiting us. Larry Proctor.

You or someone else has used your e-mail account (redbeard@gj.net) to register an account at the URG-DataBase.

Member information follows:

-Username: larryproctor

-Password: velvet

CIAT - Plant Genetic Resources Unit.

2002-10-14 12:54:59

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Solutions That Cross Frontiers

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Home > Databases on Plant Genetic Resources >

Search by Parameters[Beans](#)[Cassava](#)[Forages](#)**Search by Accession Number**[Beans](#)[Cassava](#)[Forages](#)**Login name****Password**[If you're not registered?](#)[Register here](#)[Forgot Your Password ?](#)

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2000 2001 2002 2003 2004 2005

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10/14/02 12:30 PM

Solutions That Cross Frontiers

Contact Us

Exit

BEAN

Check Out

Quit

Your Requisition

Accession-Genus-Species-Biological State

卷之三

1 of 1

25

10/14/02 12:32 PM



BEAN

Check Out

Quit

Your Requisition

| Accession-Genus-Species-Biological State | |
|--|--------|
| G13094-Phaseolus-vulgaris-CULTIVATED | Add |
| G11891-Phaseolus-vulgaris-CULTIVATED | |
| G22230-Phaseolus-vulgaris-CULTIVATED | |
| G22227-Phaseolus-vulgaris-CULTIVATED | |
| G22215-Phaseolus-vulgaris-CULTIVATED | Delete |

Cannot get G02400 Manteguilla -

Continuously get window stating "Wrong Accession!"

26

10/14/02 12:40 PM



MTA

Information
Access Agreement
Quit

Material Transfer Agreement (MTA)

Material Transfer Agreement (MTA)

The material contained herein is being furnished by the Centro Internacional de Agricultura Tropical (CIAT; International Centre of Tropical Agriculture) based in Palmira, Colombia , under the following conditions:

Designated Germplasm

27

10/14/02 12:43 PM

CIAT is making the material described in the attached list available as part of its policy of maximizing the utilization of genetic material for research. The material was either developed by CIAT; or was acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entering into force of the Convention on Biological Diversity, it was obtained with the understanding that it could be made freely available for any agricultural research or breeding purposes.

The material is held in trust under the terms of an agreement between CIAT and FAO, and the recipient has no rights to obtain Intellectual Property Rights (IPR) on the germplasm or related information.

The Recipient may reproduce the seed and use the material for agricultural research and breeding purposes and may distribute it to other parties provided the recipient is also willing to accept the conditions of this agreement (1).

The Recipient, therefore, hereby agrees not to claim ownership over the germplasm to be received, nor to seek IPR over that germplasm or related information. He/She further agrees to ensure that any subsequent person or institution to whom he/she may make samples of the germplasm available, is bound by the same provision and undertakes to pass on the same obligations to future recipients of the germplasm.

CIAT makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, availability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material.

Upon request, CIAT will furnish information that may be available in addition to whatever is furnished with the seed. Recipients are requested to furnish CIAT performance data collected during evaluations.

The material is supplied expressly conditional on acceptance of the terms of this agreement. The Recipient's acceptance of the material constitutes acceptance of the terms of this Agreement.

(1) This does not prevent the Recipient from releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

I accept

28

Solutions That Cross Frontiers


CIAT Web Applications
 Centro Internacional de Agricultura Tropical
[Contact Us](#)[Exit](#)**BEAN**
[Material Transfer Agreement](#)
[Quit](#)
Your Requisition:

| User Information | |
|--|--|
| First Name: | Larry |
| Last Name: | Proctor |
| City: | Delta |
| Country: | USA |
| Institution: | Pod-Ners, LLC |
| Acronym: | POD-NERS |
| Mailing Address: | 269 Hwy. 348, Delta, CO 81416 USA |
| Purpose: | BASIC RESEARCH <input type="checkbox"/> help |
| <input style="width: 100px; height: 20px; margin-bottom: 5px;" type="button" value="Submit"/> <input style="width: 100px; height: 20px;" type="button" value="Cancel"/> | |

| BEAN Accessions | | | |
|-----------------|-----------|----------|------------|
| Accession | Genus | Species | Habit |
| G13094 | Phaseolus | vulgaris | CULTIVATED |
| G11891 | Phaseolus | vulgaris | CULTIVATED |
| G22230 | Phaseolus | vulgaris | CULTIVATED |
| G22227 | Phaseolus | vulgaris | CULTIVATED |
| G22215 | Phaseolus | vulgaris | CULTIVATED |



REQUISITION

Quit

Your Requisition

Name: Larry Proctor
Material: bean

Your request contain the following accessions:

| Accession | Genus | Species | Habit |
|-----------|-----------|----------|------------|
| G13094 | Phaseolus | vulgaris | CULTIVATED |
| G11891 | Phaseolus | vulgaris | CULTIVATED |
| G22230 | Phaseolus | vulgaris | CULTIVATED |
| G22227 | Phaseolus | vulgaris | CULTIVATED |
| G22215 | Phaseolus | vulgaris | CULTIVATED |

Congratulations, your request has been made successfully and an E-mail has been sent for confirmation.

Subject: SPAM: CIAT-GRU, requisition information

Date: Mon, 14 Oct 2002 13:19:46 -0500

From: ciat-urg-requisition@ciat.cgiar.org

To: redbeard@gj.net

Thanks for visiting us Larry.

Your request about the following accessions has been received: .

G13094-Phaseolus-vulgaris-CULTIVATED

G11891-Phaseolus-vulgaris-CULTIVATED

G22230-Phaseolus-vulgaris-CULTIVATED

G22227-Phaseolus-vulgaris-CULTIVATED

G22215-Phaseolus-vulgaris-CULTIVATED

We will let you know if your request can be sent after analyzing your information.
remember that you are under the Material Transfer Agreement (see below).
Thanks.

CIAT - Plant Genetic Resources Unit.

MATERIAL TRANSFER AGREEMENT (MTA)

The material contained herein is being furnished by the Centro Internacional de
Agricultura

Tropical (CIAT; International Centre of Tropical Agriculture) based in Palmira,
Colombia ,
under the following conditions:

Designated Germplasm

CIAT is making the material described in the attached list available as part of its
policy of
maximizing the utilization of genetic material for research. The material was either
developed by CIAT; or was acquired prior to the entry into force of the Convention on
Biological Diversity; or if it was acquired after the entering into force of the
Convention
on Biological Diversity, it was obtained with the understanding that it could be made
freely
available for any agricultural research or breeding purposes.

The material is held in trust under the terms of an agreement between CIAT and FAO, and
the
recipient has no rights to obtain Intellectual Property Rights (IPR) on the germplasm
or
related information.

The Recipient may reproduce the seed and use the material for agricultural research and
breeding purposes and may distribute it to other parties provided the recipient is also
willing to accept the conditions of this agreement (1).

The Recipient, therefore, hereby agrees not to claim ownership over the germplasm to be
received, nor to seek IPR over that germplasm or related information. He/She further
agrees
to ensure that any subsequent person or institution to whom he/she may make samples of
the
germplasm available, is bound by the same provision and undertakes to pass on the same
obligations to future recipients of the germplasm.

CIAT makes no warranties as to the safety or title of the material, nor as to the
accuracy or

correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, availability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material. Upon request, CIAT will furnish information that may be available in addition to whatever is furnished with the seed. Recipients are requested to furnish CIAT performance data collected during evaluations. The material is supplied expressly conditional on acceptance of the terms of this agreement. The Recipient's acceptance of the material constitutes acceptance of the terms of this Agreement.

- (1) This does not prevent the Recipient from releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

卷之三

Subject: Out of Office AutoReply: Wrong Accesion!
Date: Mon, 14 Oct 2002 11:47:50 -0700
From: "Torres, Alba Marina" <A.M.Torres@cgiar.org>
To: Larry Proctor <redbeard@gj.net>

Si Ud va a solicitar germoplasma por favor escriba a: (d.debouck@cgiar.org)
de lo contrario escribame a: (ciat@herbariosdecolombia.com) / If you are
going to request germplasm please contact to: (d.debouck@cgiar.org)
otherwise contact me: (ciat@herbariosdecolombia.com)

Scanning to PDF

Subject: Wrong Accesion!

Date: Mon, 14 Oct 2002 13:20:42 -0600

From: Larry Proctor <redbeard@gj.net>

To: unknown <a.m.torres@cgiar.org>

Sir:

I am attempting to requisition G02400 Mantequilla. At the time I placed a requisition order for others, I kept receiving a notice that G02400 and Mantequilla was the wrong accesion! and I do not have any other information. I would very much appreciate any help you may be able to give me.

Thank you.

Sincerely,
Larry Proctor

Scanned by Office 2003

34

10/14/02 1:21 PM

Subject: [Fwd: Wrong Accesion!]
Date: Mon, 14 Oct 2002 14:19:53 -0600
From: Larry Proctor <redbeard@gj.net>
To: unknown <ciat@herbariosdecolombia.com>

Subject: Wrong Accesion!
Date: Mon, 14 Oct 2002 14:12:26 -0600
From: Larry Proctor <redbeard@gj.net>
To: unknown <d.debouck@cgiar.org>

Sir:

I have been directed to this e-mail address by Mr. Alba Marina Torres.

I am attempting to requisition G02400 Mantequilla. At the time I placed a requisition order for other accesions through the CIAT website, I kept receiving a notice that G02400 and Mantequilla was the "wrong accession!" and I do not have any other information. I would very much appreciate any help you may be able to give me.

Thank you.

Sincerely,
Larry Proctor

Email: d.debouck@cgiar.org

Enclosure: MTA

-----Original Message-----

From: Larry Proctor [mailto:redbeard@gj.net]
Sent: Monday, October 14, 2002 3:12 PM
To: unknown
Subject: Wrong Accesion!

Sir:

I have been directed to this e-mail address by Mr. Alba Marina Torres.

I am attempting to requisition G02400 Mantequilla. At the time I placed a requisition order for other accesions through the CIAT website, I kept receiving a notice that G02400 and Mantequilla was the "wrong accession!" and I do not have any other information. I would very much appreciate any help you may be able to give me.

Thank you.

Sincerely,
Larry Proctor

| | |
|---|---|
|  MTAapril99.rtf | Name: MTAapril99.rtf Type: rtf (application/rtf) Encoding: quoted-printable |
|---|---|

Subject: RE: Wrong Accesion!

Date: Wed, 30 Oct 2002 09:54:06 -0800

From: "Debouck, Daniel (CIAT)" <D.DEBOUCK@CGIAR.ORG>

To: 'Larry Proctor' <redbeard@gj.net>

Palmira 29 October 2002

Dear Mr Proctor,

Thank you for your message of October 14, 2002, received on the terminal of my collaborator A.M. Torres on study leave, while I was myself out of the office, and thank you for your interest in the bean collections maintained at CIAT.

In order for us to send you the requested bean germplasm (G02400 Mantequilla) we need a couple of information. As you may know this accession is part of the collections designated to FAO of the United Nations and its access is regulated by a Material Transfer Agreement (MTA). Attached to this message please find copy of the MTA, and please indicate your agreement to its terms and conditions. We shall also appreciate an indication of purpose for the request. The seed will be sent to you with a standard phytosanitary certificate issued by the Plant Quarantine Office of the Instituto Colombiano Agropecuario. It is my understanding that for that germplasm to enter into the United States we need a yellow/green sticker issued by the Plant Quarantine Office APHIS/USDA of the United States and to be fixed to the box. Could you please inquire about the sticker with the closest office of APHIS/USDA and send it to us soonest. Finally, could you please provide us with a full address and phone number; the special courier we use will need them. Under our agreement with FAO this service is free of charges.

Looking forward to hearing from you.

Sincerely,

Daniel G. Debouck

Head

Genetic Resources Unit

International Center for Tropical Agriculture

Apartado Aereo 6713

Cali COLOMBIA

Email: d.debouck@cgiar.org

Enclosure: MTA

-----Original Message-----

From: Larry Proctor [mailto:redbeard@gj.net]

Sent: Monday, October 14, 2002 3:12 PM

To: unknown

Subject: Wrong Accesion!

Sir:

I have been directed to this e-mail address by Mr. Alba Marina Torres.

I am attempting to requisition G02400 Mantequilla. At the time I placed a requisition order for other accesions through the CIAT website, I kept receiving a notice that G02400 and Mantequilla was the "wrong accession!" and I do not have any other information. I would very much appreciate any help you may be able to give me.

(31)

10/30/02 12:21 PM

Thank you.

Sincerely,
Larry Proctor

| | |
|--|---|
|  MTAapril99.rtf | Name: MTAapril99.rtf Type: rtf (application/rtf) Encoding: quoted-printable |
|--|---|

2002-04-22 12:21:00

(38)

MATERIAL TRANSFER AGREEMENT (MTA)

The material contained herein is being furnished by the Centro Internacional de Agricultura Tropical (CIAT; International Centre of Tropical Agriculture) based in Palmira, Colombia , under the following conditions:

Designated Germplasm

CIAT is making the material described in the attached list available as part of its policy of maximizing the utilization of genetic material for research. The material was either developed by CIAT; or was acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entering into force of the Convention on Biological Diversity, it was obtained with the understanding that it could be made freely available for any agricultural research or breeding purposes.

The material is held in trust under the terms of an agreement between CIAT and FAO, and the recipient has no rights to obtain Intellectual Property Rights (IPR) on the germplasm or related information.

The Recipient may reproduce the seed and use the material for agricultural research and breeding purposes and may distribute it to other parties provided the recipient is also willing to accept the conditions of this agreement ().

The Recipient, therefore, hereby agrees not to claim ownership over the germplasm to be received, nor to seek IPR over that germplasm or related information. He/She further agrees to ensure that any subsequent person or institution to whom he/she may make samples of the germplasm available, is bound by the same provision and undertakes to pass on the same obligations to future recipients of the germplasm.

CIAT makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, availability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material.

Upon request, CIAT will furnish information that may be available in addition to whatever is furnished with the seed. Recipients are requested to furnish CIAT performance data collected during evaluations.

The material is supplied expressly conditional on acceptance of the terms of this agreement. The Recipient's acceptance of the material constitutes acceptance of the terms of this Agreement.

- (1) This does not prevent the Recipient from releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

Section 10 of the Act

Subject: Re: Wrong Accesion!

Date: Wed, 30 Oct 2002 12:52:26 -0700

From: Larry Proctor <redbeard@gj.net>

To: "Debouck, Daniel (CIAT)" <D.DEBOUCK@CGIAR.ORG>

Mr. Debouck:

Thank you for your response. We shall inquire about the yellow/green sticker. The purpose of the seed shall be for evaluation studies. Can you update us on the status of the on-line order we submitted for the other accessions requested? There has been no response of any kind on that order. Thank you for the attached MTA - it is acceptable. Delivery should be made to: Mr. Larry Proctor, 269 Hwy. 348, Delta, CO 81416 USA (970) 874-7488.

Thank you,
Larry Proctor

Debouck, Daniel (CIAT) wrote:

> Palmira 29 October 2002
>
> Dear Mr Proctor,
>
> Thank you for your message of October 14, 2002, received on the terminal of
> my collaborator A.M. Torres on study leave, while I was myself out of the
> office, and thank you for your interest in the bean collections maintained
> at CIAT.
>
> In order for us to send you the requested bean germplasm (G02400
> Mantequilla) we need a couple of information. As you may know this accession
> is part of the collections designated to FAO of the United Nations and its
> access is regulated by a Material Transfer Agreement (MTA). Attached to this
> message please find copy of the MTA, and please indicate your agreement to
> its terms and conditions. We shall also appreciate an indication of purpose
> for the request. The seed will be sent to you with a standard phytosanitary
> certificate issued by the Plant Quarantine Office of the Instituto
> Colombiano Agropecuario. It is my understanding that for that germplasm to
> enter into the United States we need a yellow/green sticker issued by the
> Plant Quarantine Office APHIS/USDA of the United States and to be fixed to
> the box. Could you please inquire about the sticker with the closest office
> of APHIS/USDA and send it to us soonest. Finally, could you please provide
> us with a full address and phone number; the special courier we use will
> need them. Under our agreement with FAO this service is free of charges.
>
> Looking forward to hearing from you.
>
> Sincerely,
>
> Daniel G. Debouck
> Head
> Genetic Resources Unit
> International Center for Tropical Agriculture
> Apartado Aereo 6713
> Cali COLOMBIA
> Email: d.debouck@cgiar.org
>
> Enclosure: MTA
>
> -----Original Message-----
> From: Larry Proctor [mailto:redbeard@gj.net]

(4)

> Sent: Monday, October 14, 2002 3:12 PM
> To: unknown
> Subject: Wrong Accesion!
>
> Sir:
>
> I have been directed to this e-mail address by Mr. Alba Marina Torres.
>
> I am attempting to requisition G02400 Mantequilla. At the time I placed
> a requisition order for other accesions through the CIAT website, I kept
> receiving a notice that G02400 and Mantequilla was the "wrong
> accession!" and I do not have any other information. I would very much
> appreciate any help you may be able to give me.
>
> Thank you.
>
> Sincerely,
> Larry Proctor
>
> -----
>
> MTAapril99.rtf Name: MTAapril99.rtf
> Type: rtf (application/rtf)
> Encoding: quoted-printable

2002-10-14 12:53:00

(42)

Subject: RE: Wrong Accesion!
Date: Wed, 30 Oct 2002 09:54:06 -0800
From: "Debouck, Daniel (CIAT)" <D.DEBOUCK@CGIAR.ORG>
To: 'Larry Proctor' <redbeard@gj.net>

Palmira 29 October 2002

Dear Mr Proctor,

Thank you for your message of October 14, 2002, received on the terminal of my collaborator A.M. Torres on study leave, while I was myself out of the office, and thank you for your interest in the bean collections maintained at CIAT.

In order for us to send you the requested bean germplasm (G02400 Mantequilla) we need a couple of information. As you may know this accession is part of the collections designated to FAO of the United Nations and its access is regulated by a Material Transfer Agreement (MTA). Attached to this message please find copy of the MTA, and please indicate your agreement to its terms and conditions. We shall also appreciate an indication of purpose for the request. The seed will be sent to you with a standard phytosanitary certificate issued by the Plant Quarantine Office of the Instituto Colombiano Agropecuario. It is my understanding that for that germplasm to enter into the United States we need a yellow/green sticker issued by the Plant Quarantine Office APHIS/USDA of the United States and to be fixed to the box. Could you please inquire about the sticker with the closest office of APHIS/USDA and send it to us soonest. Finally, could you please provide us with a full address and phone number; the special courier we use will need them. Under our agreement with FAO this service is free of charges.

Looking forward to hearing from you.

Sincerely,

Daniel G. Debouck
Head
Genetic Resources Unit
International Center for Tropical Agriculture
Apartado Aereo 6713
Cali COLOMBIA
Email: d.debouck@cgiar.org

Enclosure: MTA

-----Original Message-----

From: Larry Proctor [mailto:redbeard@gj.net]
Sent: Monday, October 14, 2002 3:12 PM
To: unknown
Subject: Wrong Accesion!

Sir:

I have been directed to this e-mail address by Mr. Alba Marina Torres.

I am attempting to requisition G02400 Mantequilla. At the time I placed a requisition order for other accessions through the CIAT website, I kept receiving a notice that G02400 and Mantequilla was the "wrong accession!" and I do not have any other information. I would very much appreciate any help you may be able to give me.

Thank you.

Sincerely,
Larry Proctor

| | |
|--|---|
|  MTAapril99.rtf | Name: MTAapril99.rtf Type: rtf (application/rtf) Encoding: quoted-printable |
|--|---|

Scanned by Nitro 2.2.6.0

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apply for permit:
www.aphis.usda.gov/

PPG

Click on permits

" plants/plant products

Fest in Gentile

Federal phyts from them
no permit needed - but apply as precaution
not restricted

Sticker is for restricted germplasm

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46

Subject: Seed request
From: "Llano, Carmenza (CIAT)" <C.Llano@cgiar.org>
Date: Wed, 11 Dec 2002 08:03:05 -0800
To: "redbeard@gj.net" <redbeard@gj.net>
CC: "Montero, Danny Mauricio (CIAT)" <D.MONTERO@CGIAR.ORG>

Dear Mr. Proctor:

Please be informed that due to internal inconvenience we just now can attend your seed request.

We would like to know if you still need the following accesions:

G11891
G13094
G22215
G22227
G22230

Thank you in advance for your reply.

Best regards,

Carmenza Llano C.
Administrative Assistant
Genetic Resource Unit
International Centre for Tropical Agriculture-CIAT
Apartado Aéreo 6713, Cali-Colombia
Tel.:57-2-4450039
Fax:57-2-4450073
e.mail:c.llano@cgiar.org

Subject: Re: Seed request
From: redbeard <redbeard@gj.net>
Date: Wed, 11 Dec 2002 13:51:57 -0700
To: "Llano, Carmenza (CIAT)" <C.Llano@cgiar.org>

Yes, I would still like to receive the beans. They are the same ones I requested before: G11891,G13094,G22215,G22227,G22230 and I also would like to receive G02400. If you could send immediately to 269 state hwy 348 Delta Colorado, I would be very greatful.

Sincerely,
Larry M. Proctor

Llano, Carmenza (CIAT) wrote:

Dear Mr. Proctor:

Please be informed that due to internal inconvenience we just now can attend your seed request.

We would like to know if you still need the following accesions:

G11891
G13094
G22215
G22227
G22230

Thank you in advance for your reply.

Best regards,

Carmenza Llano C.
Administrative Assistant
Genetic Resource Unit
International Centre for Tropical Agriculture-CIAT
Apartado Aéreo 6713, Cali-Colombia
Tel.:57-2-4450039
Fax:57-2-4450073
e.mail:c.llano@cgiar.org



Subject: RE: Seed request
From: "Llano, Carmenza (CIAT)" <C.Llano@cgiar.org>
Date: Tue, 17 Dec 2002 11:52:53 -0800
To: 'redbeard' <redbeard@gj.net>
CC: "Montero, Danny Mauricio (CIAT)" <D.MONTERO@CGIAR.ORG>

Dear Larry:

We can send to you by the end of January/03 the following accession after carrying out sanity and germination tests. We regret to tell you that accession G13094 it's not available any more.

Best regards,

Carmenza Llano C.
Administrative Assistant
Genetic Resource Unit
International Centre for Tropical Agriculture-CIAT
Apartado Aéreo 6713, Cali-Colombia
Tel.:57-2-4450039
Fax:57-2-4450073
e.mail:c.llano@cgiar.org

-----Original Message-----

From: redbeard [mailto:redbeard@gj.net]
Sent: Wednesday, December 11, 2002 3:52 PM
To: Llano, Carmenza (CIAT)
Subject: Re: Seed request

Yes, I would still like to receive the beans. They are the same ones I requested before: G11891,G13094,G22215,G22227,G22230 and I also would like to receive G02400. If you could send immediately to 269 state hwy 348 Delta Colorado, I would be very greatful.

Sincerely,

Larry M. Proctor

Llano, Carmenza (CIAT) wrote:

Dear Mr. Proctor:

Please be informed that due to internal inconvenience we just now can attend your seed request.

We would like to know if you still need the following accessions:

G11891
G13094
G22215
G22227
G22230

Thank you in advance for your reply.

(4P)

Best regards,

Carmenza Llano C.
Administrative Assistant
Genetic Resource Unit
International Centre for Tropical Agriculture-CIAT
Apartado Aéreo 6713, Cali-Colombia
Tel.: 57-2-4450039
Fax: 57-2-4450073
e.mail:c.llano@cgiar.org

Página 2 de 2

Subject: Bean germplasm
From: "Torres, Alba Marina (CIAT)" <A.M.Torres@cgiar.org>
Date: Tue, 18 Feb 2003 08:32:14 -0800
To: redbeard@gj.net

Dear Dr. Proctor,

We have received your germplasm request of bean. As probably you know, CIAT conserve forage and bean germplasm in trust by designation of FAO. The access to this germplasm is regulated by a Material Transfer Agreement (MTA). In order to process your request, could you please give us the follow information:

1. What is the purpose of using the germplasm?
2. What is the name and address of your institution?
3. Have your institution any problem in accepting the conditions of the Material Transfer Agreement (same file enclosed in two formats). You can express your agreement by this electronic system.
4. Have your country special regulations to enter the seeds (phytosanitary certificate and/or import permit).

Thank you very much for providing us this information.

Yours sincerely,

Alba Marina Torres

Genetic Resources Unit

CIAT

<<MTAapril99.doc>> <<MTAapril99.rtf>>

Subject: Re: Bean germplasm
From: redbeard <redbeard@gj.net>
Date: Tue, 18 Feb 2003 10:35:56 -0700
To: "Torres, Alba Marina (CIAT)" <A.M.Torres@cgiar.org>

Dear Dr. Torres:

Thank you for your response.

1. As stated in our initial order dated 10/14/2002, the purpose of using the germplasm is for Basic Research.
2. As stated in our initial order dated 10/14/2002, the name and address of our institution is Pod-Ners, LLC, 269 Hwy. 348, Delta, Colorado 81416 USA.
3. As stated in our initial order dated 10/14/2002, our institution accepted the Material Transfer Agreement.
4. To ship germplasm into our country, CIAT is required to provide a phytosanitary certificate. Nothing is required from us - per the information we received from the USDA.

I am a little confused, we had understood that the requested germplasm would be shipped 01/03/2003 (I am sending a copy of that correspondence to you). Is there a problem? If so, please advise.

Thank you. I hope to hear from you soon.

Sincerely,
Larry M. Proctor, President
Pod-Ners, LLC
Torres, Alba Marina (CIAT) wrote:

Dear Dr. Proctor,

We have received your germplasm request of bean. As probably you know, CIAT conserve forage and bean germplasm in trust by designation of FAO. The access to this germplasm is regulated by a Material Transfer Agreement (MTA). In order to process your request, could you please give us the following information: 1. What is the purpose of using the germplasm? 2. What is the name and address of your institution? 3. Have your institution any problem in accepting the conditions of the Material Transfer Agreement (same file enclosed in two formats). You can express your agreement by this electronic system.

4. Have your country special regulations to enter the seeds (phytosanitary certificate and/or import permit).

Thank you very much for providing us this information. Yours sincerely, Alba Marina Torres Genetic Resources Unit CIAT

<<MTAapril99.doc>> <<MTAapril99.rtf>>



Subject: [Fwd: RE: Seed request]
From: redbeard <redbeard@gj.net>
Date: Tue, 18 Feb 2003 10:41:49 -0700
To: "Torres, Alba Marina (CIAT)" <A.M.Torres@cgiar.org>

Dear Dr. Torres:

Here is a copy of the last correspondence regarding January 2003 shipment of the requested germplasm.

Sincerely,
Larry M. Proctor, President
Pod-Ners, LLC

----- Original Message -----

Subject: RE: Seed request
Date: Tue, 17 Dec 2002 11:52:53 -0800
From: "Llano, Carmenza (CIAT)" <C.Llano@cgiar.org>
To: 'redbeard' <redbeard@gj.net>
CC: "Montero, Danny Mauricio (CIAT)" <D.MONTERO@CGIAR.ORG>

Dear Larry:

We can send to you by the end of January/03 the following accesión after carrying out sanity and germination tests. We regret to tell you that accesión G13094 it's not available any more.

Best regards,

Carmenza Llano C.
Administrative Assistant
Genetic Resource Unit
International Centre for Tropical Agriculture-CIAT
Apartado Aéreo 6713, Cali-Colombia
Tel.:57-2-4450039
Fax:57-2-4450073
[e.mail:c.llano@cgiar.org](mailto:c.llano@cgiar.org)

-----Original Message-----

From: redbeard [<mailto:redbeard@gj.net>]
Sent: Wednesday, December 11, 2002 3:52 PM
To: Llano, Carmenza (CIAT)
Subject: Re: Seed request

Yes, I would still like to receive the beans. They are the same ones I requested before: G11891, G13094, G22215, G22227, G22230 and I also would like to receive G02400. If you could send immediately to 269 state hwy 348 Delta Colorado, I would be very greatful.

Sincerely,

(S)

Larry M. Proctor

Llano, Carmenza (CIAT) wrote:

Dear Mr. Proctor:

Please be informed that due to internal inconvenience we just now can attend your seed request.

We would like to know if you still need the following accesions:

G11891
G13094
G22215
G22227
G22230

Thank you in advance for your reply.

Best regards,

Carmenza Llano C.
Administrative Assistant
Genetic Resource Unit
International Centre for Tropical Agriculture-CIAT
Apartado Aéreo 6713, Cali-Colombia
Tel.:57-2-4450039
Fax:57-2-4450073
e.mail:c.llano@cgiar.org

Subject: RE: Bean germplasm
From: "Torres, Alba Marina (CIAT)" <A.M.Torres@cgiar.org>
Date: Wed, 19 Feb 2003 06:20:13 -0800
To: redbeard <redbeard@gj.net>

Dear Larry M. Proctor,

Thank you very much for your answer with all the information required. I have to apologize because the delaying in sending you the bean seeds. I was traveling and there was some misunderstanding in the procedures for sending germplasm.

As soon as we have the shipment ready I will be in touch.

Yours sincerely,

Alba Marina Torres

-----Original Message-----

From: redbeard [mailto:redbeard@gj.net]
Sent: Tuesday, February 18, 2003 12:36 PM
To: Torres, Alba Marina (CIAT)
Subject: Re: Bean germplasm

Dear Dr. Torres:

Thank you for your response.

1. As stated in our initial order dated 10/14/2002, the purpose of using the germplasm is for Basic Research.
2. As stated in our initial order dated 10/14/2002, the name and address of our institution is Pod-Ners, LLC, 269 Hwy. 348, Delta, Colorado 81416 USA.
3. As stated in our initial order dated 10/14/2002, our institution accepted the Material Transfer Agreement.
4. To ship germplasm into our country, CIAT is required to provide a phytosanitary certificate. Nothing is required from us - per the information we received from the USDA.

I am a little confused, we had understood that the requested germplasm would be shipped 01/03/2003 (I am sending a copy of that correspondence to you). Is there a problem? If so, please advise.

Thank you. I hope to hear from you soon.

Sincerely,
Larry M. Proctor, President
Pod-Ners, LLC
Torres, Alba Marina (CIAT) wrote:

Dear Dr. Proctor,
We have received your germplasm request of bean. As probably you know, CIAT conserve forage and bean germplasm in trust by designation of FAO. The access to this germplasm is regulated by a Material Transfer Agreement (MTA). In order to process your request, could you please give us the follow

information:

1. What is the purpose of using the germplasm?
2. What is the name and address of your institution?
3. Have your institution any problem in accepting the conditions of the Material Transfer Agreement (same file enclosed in two formats). You can express your agreement by this electronic system.



4. Have your country special regulations to enter the seeds (phytosanitary certificate and/or import permit).

Thank you very much for providing us this information.

Yours sincerely,

Alba Marina Torres

Genetic Resources Unit

CIAT

<<MTAapril99.doc>> <<MTAapril99.rtf>>

2003-04-16 22:53

Subject: Bean germplasm

From: "Torres, Alba Marina (CIAT)" <A.M.Torres@cgiar.org>

Date: Wed, 05 Mar 2003 04:56:25 -0800

To: redbeard <redbeard@gj.net>

Dear Larry M. Proctor,

I am pleased to inform you that on 28 February, 2003, were sent to you six accessions of Phaseolus vulgaris by recommended air mail number ADPOSTAL-1109.

I would appreciate acknowledgement of these materials.

Yours sincerely,

Alba Marina Torres
Genetic Resources Unit
CIAT

Thank you. I hope to hear from you soon.

RECEIVED - 2003 MAR 05 - 8:05 AM

Subject: Re: Bean germplasm
From: redbeard <redbeard@gj.net>
Date: Wed, 19 Mar 2003 13:57:12 -0700
To: "Torres, Alba Marina (CIAT)" <A.M.Torres@cgiar.org>

Dear Dr. Torres:

This is to notify you that as of today (19 March, 2003) we have not received any of the six accessions of Phaseolus vulgaris which were airmailed to us. We would appreciate follow-up and status update from you.

Thank you very much.

Sincerely,
Larry M. Proctor

Torres, Alba Marina (CIAT) wrote:

Dear Larry M. Proctor,

I am pleased to inform you that on 28 February, 2003, were sent to you six accessions of Phaseolus vulgaris by recommended air mail number ADPOSTAL-1109.

I would appreciate acknowledgement of these materials.

Yours sincerely,

Alba Marina Torres Genetic Resources Unit
CIAT

Thank you. I hope to hear from you soon.

Dunkel, Carol

From: David J. Lee [davidjleee@earthlink.net]
Sent: Tuesday, March 25, 2003 12:17 PM
To: Carol Dunkel
Subject: FW: [Fwd: RE: Bean germplasm]

-----Original Message-----

From: redbeard [mailto:redbeard@gj.net]
Sent: Tuesday, March 25, 2003 9:49 AM
To: Lee, David; David J. Lee
Subject: [Fwd: RE: Bean germplasm]

----- Original Message -----

Subject: RE: Bean germplasm

Date: Tue, 25 Mar 2003 09:02:01 -0800

From: "Torres, Alba Marina (CIAT)" <A.M.Torres@cgiar.org>
To: redbeard <redbeard@gj.net>

Dear Larry M. Proctor,

The mail service used to send the seeds was ADPOSTAL and it takes a couple of weeks. It is not a fast courier service. ADPOSTAL company start to follow up shipments after one month. Could you please wait some time more and be in touch as soon as you have any news of the seeds or after completing the month of sending.

Thank you very much,

Alba Marina Torres

-----Original Message-----

From: redbeard [mailto:redbeard@gj.net]
Sent: Wednesday, March 19, 2003 3:57 PM
To: Torres, Alba Marina (CIAT)
Subject: Re: Bean germplasm

Dear Dr. Torres:

This is to notify you that as of today (19 March, 2003) we have not received any of the six accessions of Phaseolus vulgaris which were airmailed to us.

We would appreciate follow-up and status update from you.

Thank you very much.

Sincerely,
Larry M. Proctor

(SA)

Torres, Alba Marina (CIAT) wrote:

>Dear Larry M. Proctor,
>
>I am pleased to inform you that on 28 February, 2003, were sent to you six
>accessions of Phaseolus vulgaris by recommended air mail number
>ADPOSTAL-1109.
>
>I would appreciate acknowledgement of these materials.
>
>Yours sincerely,
>
>Alba Marina Torres
>Genetic Resources Unit
>CIAT
>Thank you. I hope to hear from you soon.
>
>
>
>
>
>

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Denise L. Mayfield
(720) 931-3028
E-mail: dmayfield@lathropgage.com

4845 Pearl East Circle, #300
Boulder, CO 80301
Fax: (720) 931-3001

November 5, 2002

VIA U.S. FIRST CLASS MAIL

Dr. John Dodds
Dodds & Associates
1707 N St.
Washington, DC 20036

RE: U.S. Serial No. 09/773,303
Title: FIELD BEAN CULTIVAR NAMED ENOLA
Our Ref: 396168

Dear John:

Thank you for the phone call October 28. I appreciate your contacting me with the updated contact information. To confirm, your address is as follows for purposes of our records:

Dodds & Associates
1701 N St.
Washington, DC 20036

I also thank you for your letter of October 28. I very much appreciate you inquiring into obtaining samples of the germ plasma of the Enola bean subject in U.S Patent Serial Number 09/773,303 from CIAT for us. The party for whom I request the sample is Pod-Ners. The documentation of failed requests for beans by us from CIAT includes an Internet form for ordering these kinds of samples at the CIAT web site.

As previously noted in my letter to you, we have been unsuccessful in obtaining sample from CIAT, despite continued efforts to obtain them. We of course will cover all expense associated with obtaining the samples and having them shipped to us.

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B

Our efforts thus far have been frustrated by a number of factors that perhaps you can help circumvent. If there is anything you can do to expedite obtaining these materials, we would be most thankful.

Sincerely,



The image shows a handwritten signature in black ink. The signature reads "Denise L. Mayfield". Below the signature, the name "Denise L. Mayfield" is printed in a smaller, more formal font.

FBI - Seattle

bcc: Dan Cleveland, Jr.
David Lee

CONFIDENTIAL

Preliminary Color Comparison

USPTO PI Accessions 1

3/25/2003

12:12 PM

| PI 282060 | Manteca | (Chile) | 32 seeds | | | | | | Munsell # | Qty |
|------------------|-----------------|----------|-----------------|----|-----------------|----|-------------------|--|------------|-----|
| 1 | 5Y 8.5/6 | 9 | 5Y 8/4 | 17 | 2.5Y 8/4 | 25 | 2.5Y 8.5/6 | | 2.5Y 8/4 | 2 |
| 2 | 5Y 8/6 | 10 | 5Y 8/6 | 18 | 5Y 8.5/6 | 26 | 5Y 8.5/8 | | 2.5Y 8/6 | 1 |
| 3 | 5Y 8/6 | 11 | 5Y 8/6 | 19 | 5Y 9/4 | 27 | 5Y 8/6 | | 2.5Y 8.5/6 | 1 |
| 4 | 5Y 8/6 | 12 | 5Y 8/6 | 20 | 5Y 9/6 | 28 | 2.5Y 8/6 | | 5Y 8/4 | 2 |
| 5 | 5Y 8/4 | 13 | 5Y 8/6 | 21 | 5Y 9/6 | 29 | 5Y 8/8 | | 5Y 8/6 | 14 |
| 6 | 5Y 8/6 | 14 | 5Y 8/6 | 22 | 5Y 9/6 | 30 | 5Y 8.5/4 | | 5Y 8/8 | 1 |
| 7 | 5Y 8/6 | 15 | 5Y 8/6 | 23 | 5Y 8.5/6 | 31 | 5Y 8.5/4 | | 5Y 8.5/4 | 2 |
| 8 | 5Y 8/6 | 16 | 2.5Y 8/4 | 24 | 5Y 9/4 | 32 | 5Y 8/6 | | 5Y 8.5/6 | 3 |
| | | | | | | | | | 5Y 8.5/8 | 1 |
| | | | | | | | | | 5Y 9/4 | 2 |
| | | | | | | | | | 5Y 9/6 | 3 |
| PI 312090 | Mantequilla | (Mexico) | 34 seeds | | | | | | | |
| 1 | 10Y 9/10 | 10 | 10Y 9/8 | 19 | 10Y 9/8 | 28 | 10Y 9/6 | | Munsell # | Qty |
| 2 | 10Y 9/8 | 11 | 10Y 9/8 | 20 | 10Y 9/8 | 29 | 5Y 8.5/4 | | 5Y 8.5/2 | 3 |
| 3 | 10Y 9/8 | 12 | 10Y 9/8 | 21 | 10Y 9/8 | 30 | 5Y 8.5/4 | | 5Y 8.5/4 | 2 |
| 4 | 10Y 9/8 | 13 | 10Y 9/8 | 22 | 10Y 9/8 | 31 | 5Y 9/2 | | 5Y 9/2 | 1 |
| 5 | 10Y 9/8 | 14 | 10Y 9/8 | 23 | 10Y 9/8 | 32 | 5Y 8.5/2 | | 10Y 9/4 | 1 |
| 6 | 10Y 9/8 | 15 | 10Y 9/8 | 24 | 10Y 9/6 | 33 | 5Y 8.5/2 | | 10Y 9/6 | 4 |
| 7 | 10Y 9/8 | 16 | 10Y 9/8 | 25 | 10Y 9/6 | 34 | 5Y 8.5/2 | | 10Y 9/8 | 22 |
| 8 | 10Y 9/8 | 17 | 10Y 9/8 | 26 | 10Y 9/6 | | | | 10Y 9/10 | 1 |
| 9 | 10Y 9/8 | 18 | 10Y 9/8 | 27 | 10Y 9/4 | | | | | |

NOTE: 7.5P color of the corona is found blended throughout the seed coat (Purple)

| PI 208777 | G 1345 | (Nicaragua) | 45 seeds | | | | | | Munsell # | Qty |
|------------------|----------------|-------------|------------------|----|------------------|----|------------------|--|-----------|-----|
| 1 | 5YR 8/6 | 12 | 5YR 6/8 | 23 | 2.5YR 6/6 | 34 | 5YR 6/8 | | 10R 4/8 | 1 |
| 2 | 5YR 6/8 | 13 | 5YR 6/8 | 24 | 2.5YR 6/6 | 35 | 5YR 6/8 | | 10R 6/6 | 1 |
| 3 | 5YR 7/8 | 14 | 5YR 6/6 | 25 | 2.5YR 6/6 | 36 | 5YR 6/8 | | 2.5YR 5/6 | 3 |
| 4 | 5YR 6/8 | 15 | 5YR 5/6 | 26 | 2.5YR 5/8 | 37 | 5YR 7/6 | | 2.5YR 5/8 | 2 |
| 5 | 5YR 7/8 | 16 | 5YR 7/6 | 27 | 2.5YR 5/6 | 38 | 5YR 7/8 | | 2.5YR 6/6 | 7 |
| 6 | 5YR 6/8 | 17 | 5YR 6/6 | 28 | 2.5YR 5/8 | 39 | 5YR 4/6 | | 5YR 4/6 | 1 |
| 7 | 5YR 6/8 | 18 | 5YR 6/8 | 29 | 2.5YR 6/6 | 40 | 5YR 5/6 | | 5YR 5/6 | 3 |
| 8 | 5YR 6/8 | 19 | 5YR 7/6 | 30 | 2.5YR 6/6 | 41 | 2.5YR 5/6 | | 5YR 6/6 | 3 |
| 9 | 5YR 7/6 | 20 | 5YR 7/8 | 31 | 10R 4/8 | 42 | 2.5YR 5/6 | | 5YR 7/6 | 4 |
| 10 | 5YR 7/8 | 21 | 7.5YR 6/8 | 32 | 10R 6/6 | 43 | 2.5YR 6/6 | | 5YR 8/6 | 1 |
| 11 | 5YR 6/8 | 22 | 2.5YR 6/6 | 33 | 5YR 5/8 | 44 | 5YR 5/6 | | 5YR 5/8 | 1 |
| | | | | | | 45 | 5YR 6/6 | | 5YR 6/8 | 12 |
| | | | | | | | | | 5YR 7/8 | 5 |
| | | | | | | | | | 7.5YR 6/8 | 1 |

Comment: This was read and faxed on 11/22/02 by Polly

C

Declaration of Gil Waibel

Background of Gil Waibel:

B.S. degree in Agronomy from the University of Minnesota – 1975
Seed Analyst – USDA Seed Branch (Beltsville, MD and Minneapolis, MN) – 1975-78
Registered Seed Technologist (RST) – currently inactive
Owner / Seed Analyst – Teal Seed Lab – 1978-89
Co-Owner / Manager – Teal Farms (Dairy and Crop farm) – 1978-89
Seed Analyst and field inspector – Minn. Crop Improvement Association – 1989-91
Manager / Seed Analyst – Ferry Morse Seed Company – 1991-93
Seed Analyst – Asgrow Seed Company – 1993-96
President of the Idaho Seed Analyst Association 1996
Manager / Seed Analyst – Colorado Seed Lab – 1996-98
Member of AOSA Executive Board and Chair of the Publication committee – 1997-98
Manager – Colorado Seed Growers Association – 1998-02
Member of CSU Cultivar Release Committee – 1998-02

Taught at CSU:

SC380 “Plant and Seed Identification” 1997-01
Coached CSU Collegiate Crops Judging Team 1996-01
Member of CSU Seed Correspondence Group

Served as Chairman of the National Coaches Collegiate Crops Judging Committee
Owner / Manager Teal Dairy – 2002-present

While a field inspector for the Minnesota Crop Improvement Association, and Field inspecting for the Colorado Seed Growers Association, Waibel inspected many species including beans to check for trueness to variety. Each field inspected for seed certification, involved checking to see if the plants in the field were the variety stated to be planted in the field. As the field is walked, the field is also inspected for off-types.

While teaching the Plant and Seed Identification class, varietal differences were part of the material taught. Various varieties, or different plant types related to varietal differences were also covered in the class. The species where varietal differences were discussed were wheat, oats, rice and barley.

Preamble:

This project has been set up to determine if any or all of the plant and seed characteristics of yellow bean seed lots planted for Yellow River are clearly distinguishable from Enola. Have the PVP rights to the variety ‘Enola’ by Pod-Ners been infringed upon. The PVP application for Enola lists many plant and seed characteristics, which will be the benchmark of this report. During the growing season of 2002, the plant and seed characteristics of Enola, and seed from Yellow River’s 2001 Crop, and 2002 crop was observed and analyzed. In a perfect world, with every growing season being the same, seed quality being equal, and no micro-environments in the field, I would expect all characteristics of Enola to be the same as identified in the PVP application from 1996. Unfortunately, we do not have the luxury of equal growing seasons each year. Plants show slight differences in how they develop each year depending on the environment

they grow in. The Enola breeder seed lots tested (1996 and 2001 crop years) and Enola 2001 Certified seed lot were of seed certification genetic quality, yet the 1996 Enola (used as a bench-mark in this study) is getting old, and loosing vigor. The Yellow River seed used for crop year 2001 and 2002 was not certified seed, but commercial beans being used as seed. The Yellow River seed may be genetically inferior to the Breeder and Certified seed lots of Enola. It would be expected that some variability can exist between the Enola, and Yellow River's 2001 crop and 2002 crop lots in our studies due to the genetic differences that we are starting with.

Approach:

Originally we planned to have only one study (study 1) with various lots of seed from Pod-Ners, Yellow River, and Northern Feed and Bean. This study was going to be conducted at Hinesite Research in Delta, Colorado. It was set up as shown in attachment 1.

It was also decided to grow an identical plot in Greeley, Colorado so we could observe any differences that might occur due to the differing climate in Greeley from that of Delta, CO. Our plan was to have Kenneth Hines take notes on the growth and development of the plot in Delta, and have Gary Knight observe the same at the Greeley plots. Each man is an Agronomist with much experience in bean production. Neither man was told what the plots represented, except that all of the plots were yellow beans of one origin or another. We wanted to know if they saw any differences between the plots, but did not want them to have any bias in their observations. In some cases, very little seed was available, so to keep things equal, about 30 seeds were planted for each of three replicates at each site. The Greeley plot was planted May 31, and the Delta plot was planted June 9, 2002.

Over a week after we finished planting the Delta plot, we began to wonder if we had enough plants to make proper determinations about any/ or lack of distinguishing characteristics of the lots in question in this study. The plots were nice for observations, but we began to feel that the plant numbers were far less than we would need. We set up Study 3, which was comprised of samples of a 2001 Certified Seed lot of Enola, Yellow River 2001 commercial production "seed" lot sample, and Yellow River 2002 crop seed lot sample. Two replicates of 500 seeds each were planted at Hinesite Research in Delta. We wanted to plant three replicates, but space in the field did not allow for this. We did not replicate this study in Greeley. Study three was set up as shown in Attachment 2.

Gil Waibel traveled to Colorado to observe the plots in Greeley and Delta on July 14 to 16, 2002. He met with Kenneth Hines and Gary Knight and discussed with them what they should try to look for. Since they were to do their observation without knowledge of what each plot represented, they were instructed to make notes of any differences they might see. They were to watch for size differences, shape differences, color differences, plant architecture differences, rate of growth differences, and diseases symptoms that might occur, flowering dates, when pods form, maturity dates, and any other plant characteristic that might show itself.

It was decided that we needed to use the Munsell color charts on blooms, pods, leaflets (terminal), and mature pods. Our plan was to photograph (with the Munsell chart) as many color characteristics as we could. We decided after much practice photographing plots at the Greeley site, that we were not getting the detail we needed. We decided to photograph the plants flower by flower, leaflet by leaflet, and pod by pod. We began in photographing in Delta August 18-22, because it was a little farther along than the Greeley plots at that time. Due to the incredible amount of work to generate the date at Delta, it was decided the Waibel would go to Greeley to determine if data also needed to be drawn there as well. Waibel took a trifoliolate of the two Enola lots, and placed the trifoliolate into each plot at Delta. He saw no distinguishable difference between the Enola trifoliolate and the trifoliolates of the 2001 and 2002 crops from Yellow River in the Delta plot. The trifoliolates used were placed into water, and placed into a zip-lock baggie for over night travel. Waibel drove to Greeley and, as was hoped, the trifoliolates were in perfect condition. He placed the Enola trifoliolates into the 2001 and 2002 crop plots from Yellow River, and again saw no difference in color. It was Waibel's observation that on that day the plots in Greeley were very similar to the plots in Delta, and that all efforts should be concentrated in Delta to get as much data as possible.

We used a slide camera and a high-end (we thought) digital camera at Greeley July 30th. We hired a professional photographer, and he shot pictures for slides, and we shot the pictures with the digital camera. We wanted better results and hired another photographer (and color expert), who used a high quality digital camera. He shot the photos in Delta, and took the result back to his shop in Denver, and analyzed the color of the blooms, leaflets, and green pods. We did not dissect the blooms down to the standard, keel, and wings, because their color is the same. More photos and observations were made throughout September on the green phase in Delta. Mature observations and measurements were made in the last two weeks.

Results:

Plant Requirements - General

1. Market Classes

The PVP market class of Enola is number 12, Other (specify). The class specified is Yellow, of which Enola and Yellow River's 2001 crop and the 2002 crop lot are part of.

2. Maturity:

The PVP maturity of Enola is defined as late. Enola, and Yellow River's 2001 crop and 2002 crop lots matured in the "late" category as defined in the PVP application for Enola.

3. Days to maturity:

The PVP days to maturity of Enola is defined as 101 days.

With the exception of a couple of replicates, most replicates were at least 80% mature for study 1 by October 7, 2002 (120 days), and some replicates are still maturing. None of the replicates of study three were up to 80% mature by October 7. The maturity dates did vary from replicate to replicate, and until all of the maturity data is available, we cannot average the days to maturity for either study. The cool fall weather is slowing down the maturation process this year.

4. Plant habit:

Enola is identified in the PVP application as 1a, Bush-determinate, strong and erect stem and branches. The Yellow River 2001 crop and 2002 crop are also of the same plant habit type as Enola.

5. Average height at maturity:

The PVP average plant height of Enola is defined as 34.9 cm. The plant height data from studies 1 and 3 is as follows:

| | Study 1 | Study 3 |
|-----------|----------|----------|
| 2001 crop | 35.23 cm | 41.66 cm |
| 2002 crop | 34.39 cm | 39.45 cm |
| Enola | 29.34 cm | 38.79 cm |

6. Pod Position:

Enola is identified in the PVP application as 3, scattered pod position. Yellow River's 2001 crop and 2002 crop lots also have scattered pod position.

7. Adaptability to machine harvest:

Enola is identified in the PVP application as 2, not adaptable. The Yellow river 2001 crop and 2002 crop also are not adaptable to machine harvest.

8. Lodging resistance:

Enola is listed in the PVP application as 1 (good) for lodging resistance. In the field none of the plots lodged. Since there was not lodging pressure on the various plots in our studies, I cannot conclude that there is a difference in lodging resistance between Enola and Yellow River's 2001 crop and 2002 crop lots.

9. Anthrocyanin pigmentation:

The PVP application showed that anthrocyanin pigmentation (a red pigment) is absent in the flowers, stems, pods, seeds, leaves, petioles, peduncles, and nodes. The Yellow River 2001 crop and 2002 crop also do not show any signs of anthrocyanin pigmentation, based on visual observation.

10. Known physical stress reaction:

Enola is identified as being tolerant to heat in the PVP application. The Enola and Yellow River 2001 crop and 2002 crop did not show any recordable differences to physical stress reactions in our test studies. We did experience heat stress, and drought stress during this year's growing season.

Leaflet Morphology:

11. Surface

The leaflet surface of Enola is described as wrinkled in the PVP application. The leaflet surface of Yellow River 2001 crop and 2002 crop are also wrinkled.

12. Finish

The leaflet surface of Enola is described as dull in the PVP application. The leaflet surface of Yellow River 2001 crop and 2002 crop are also dull.

13. Shape

Leaflet shape in the original PVP application of Enola is described as primarily ovate.

The leaflet shape in studies 1 and 3 of Enola and Yellow River's 2001 crop and 2002 crop lots was primarily ovate. (refer to charts 5, and 21).

14. Apex shape

Leaflet apex shape in the PVP application of Enola is described as primarily acuminate.

The leaflet apex shape of Yellow River 2001 crop and 2002 crop is also primarily acuminate. (refer to charts 2 and 18).

15. Base shape

Leaflet apex shape in the original PVP application of Enola is described as primarily obtuse. It must be noted that the leaf base shape for Enola had more obtuse leaflets in study 3, but more attenuate leaflets in study 1. When the original PVP application was being compiled, the terminal leaflet of the 4th thru 6th trifoliates on the plant were observed. In Study 1 (chart 19) and study 3 (chart 3) all of the terminal leaflets were analyzed. With minor variances, the distribution of leaflet base shapes in studies 1 and 3 is very close between Enola and Yellow River's 2001 crop and 2002 crop lots.

Attenuate, obtuse, and cuneate base shapes are fairly similar. The key to the readings in these studies is the consistency of the evaluator in reading the leaflet base shapes.

16. Color

Leaflet color for Enola is defined in the PVP application as Munsell 5GY 5/6. Study one (chart 20) and study 3 (chart 4) both show Enola, as well as Yellow River's 2001 crop and 2002 crop to have primarily the same Munsell 5GY 5/6 color. In fact, chart 4 shows the leaflet colors to be very close. There may be a very slight difference in color between the Enola and Yellow River's 2001 and 2002 crop, but they are within the Munsell 5GY 5/6 category. I noticed a very subtle difference in the plots, especially in Greeley.

However, when I put the trifoliate leaf of Enola from Delta into the Enola and Yellow River replicates at Greeley, the color of the trifoliate leaves was not distinguishable. The color difference that appears to exist is a very subtle one, and the leaflet colors of Enola, and Yellow River's 2001 crop and 2002 crop are not clearly distinguishable from the Munsell 5GY 5/6 color.

Flower Requirements

17. Days to 50% bloom

The PVP application defines days to 50% bloom for Enola as 40 days. In the studies 1 and 3 days to 50% bloom was as follows:

| | Study 1 | Study 3 |
|-----------|---------|---------|
| 2001 crop | 42 days | 41 days |
| 2002 crop | 43 days | 41 days |
| Enola | 43 days | 41 days |

18. Standard color

The standard of Enola's flower's color is defined in the PVP application as white. The blossom (standard, wings and keel) was found to be a very slight pink (see charts 1 and 17). Blossom colors changed throughout the day. In the morning they were closer to white, with a very faint pinkish color. If asked what color the blossom was, and I just glanced at it, I would say white. I really had to look close to see any pinkish color to the blossom. In the evening the pinkish color was a little more distinguishable. The blossom color of Enola, and Yellow River's 2001 crop and 2002 crop lots were similar.

19. Wings color

The wings of the flower are defined in the PVP application as white for Enola. We measured the whole blossom, and found a very slight pink color to the whole blossom (see chart 1 and 17). The wing colors of Enola, and Yellow River's 2001 crop and 2002 crop are similar.

20. Keel color

The keel of the flower is defined in the PVP application as white for Enola. We measured the whole blossom, and found a very slight pink color to the whole blossom (see charts 1 and 17). The keel colors of Enola, and Yellow River's 2001 crop and 2002 crop are similar.

Pod (green) Morphology

21. Color pattern

The color pattern for the green pods of Enola is defined as solid in the PVP application. Yellow River's 2001 crop and 2002 crop are also a solid pattern for the green pods. Enola, and Yellow River's 2001 crop and 2002 crop lots are the same for pod color pattern.

22. Primary color general

The primary color in general for the green pods is green in the PVP application for Enola. The color of Yellow River's green pods is also green.

23. Primary color specific

The "primary color specific" for the green pods in the PVP application for Enola is Munsell 5GY 6/6. When the color was read for the PVP application, full sized pods were read. All of the pods in this study were evaluated, and this could be the explanation why there is a wider range of color for the pods of Enola, and Yellow River's 2001 crop and 2002 crop lots. There did seem to be a similar pattern to the distribution of the green pod colors between Enola, and the Yellow River's 2001 crop and 2002 crop lots. Refer to charts 7 and 23.

24. Cross section shape

Enola was defined as having a pear shaped green pod in the PVP application. Yellow River's 2001 crop and 2002 crop lots also had mostly pear shaped pods.

25. Curvature

Green pod curvature for Enola was defined in the PVP application as slightly curved. Most of the pods for Enola and Yellow River's 2001 crop and 2002 crop lots were slightly curved or straight. Study 3 (chart 9, also for study 1 see chart 25) showed a fairly equal distribution of pod curvature between the three lots.

26. Beak orientation

This is a case where there are no definitions to go by. The PVP application called the pod beak orientation straight. Study 1 and study 3 showed a break down for the Enola and Yellow River 2001 crop and 2002 crop lots to be variable in my opinion. With some minor differences, the pod beak orientation is not clearly distinguishable (refer to chart 10 and chart 26).

27. Beak length

The pod beak length for the green stage of Enola is not defined in the PVP application. We did record the pod beak lengths of the green stage as follows:

| | Study 1 | Study 3 |
|-----------|---------|---------|
| 2001 crop | 0.71 cm | 0.55 cm |
| 2002 crop | 0.56 cm | 0.62 cm |
| Enola | 0.70 cm | 0.55 cm |

28. Constrictions

The PVP application defines the constrictions of Enola to be slight. Considering the different stage of growth at the time of the readings for study 1 (chart 24) and study 3 (chart 8), the distribution of the characteristics was similar in each study. Study 3 shows Enola and Yellow River's 2001 crop and 2002 crop lots to be mostly slight. Study 1 shows the three lots to have constrictions defined as slight, deep and none. This category is related to the current maturity of each pod. The measure of mature pods for constrictions is a more reliable measure of pod constrictions.

Pod (mature) Morphology

29. Color pattern

The PVP application defines the mature color pattern of Enola to be solid. The Yellow River 2001 crop and 2002 crop lots also have a solid color pattern.

30. Primary color general

Enola's PVP application defines its primary color in general to be tan. A more detailed study follows next at 31.

31. Primary color specific

The PVP application defines Enola's primary pod color to be Munsell 5Y 8.5/6. The color of the mature pods has a wider spectrum than that defined in the PVP. However, Enola, and Yellow River's 2001 crop and 2002 crop lots followed similar distributions for color of the mature pods in studies 1 and 3 (charts 27 and 11).

32. Suture color specific

The distribution of mature pod suture color for Enola, and Yellow River's 2001 crop and 2002 crop is similar. (refer to charts 14 and 30).

33. Cross section shape

The PVP application defines Enola as having a pear shaped cross section. In studies 1 and 3 the Enola and Yellow River's 2001 crop and 2002 crop lots were mostly pear shaped.

34. Curvature

The PVP application for mature pod curvature called Enola slightly curved. This years data showed a similar distribution toward curved for Enola and Yellow River's 2001 crop and 2002 crop with the exception of Yellow River's 2001 crop being equally split between slightly curved and curved. The pod curvature of results for Enola, and Yellow River's 2001 crop and 2002 crop are similar. (refer to charts 13 and 29).

35. Beak orientation

The PVP application for the mature pod beak orientation of Enola was defined as variable. Charts 10 and 26 show a very similar pattern between Enola and Yellow River's 2001 crop and 2002 crop lots.

36. Beak length

The PVP application defines the beak length of Enola as 1.2 cm. The pod beak length in study 1 and 3 is as follows:

| | Study 1 | Study 3 | Average of studies 1 + 3 |
|-----------|---------|---------|--------------------------|
| 2001 crop | 1.38 cm | 1.18 cm | 1.28 cm |
| 2002 crop | 1.19 cm | 1.27 cm | 1.23 cm |
| Enola | 1.31 cm | 1.21 cm | 1.26 cm |

37. Constrictions

The PVP application defines Enola as having slight mature pod constrictions. Charts 12 and 28 show a very similar pattern between Enola, and Yellow River's 2001 crop and 2002 crop lots – all showing slight constrictions.

38. Seeds per pod

The PVP application defines Enola as having 3.1 seeds per pod. Studies 1 and 3 showed the following seed per pod:

| | Study 1 | Study 3 | Average of studies 1 + 3 |
|-----------|---------|---------|--------------------------|
| 2001 crop | 2.46 | 4.2 | 3.34 |
| 2002 crop | 3.74 | 3.8 | 3.78 |
| Enola | 2.74 | 3.2 | 2.98 |

Seed Morphology

39. Finish

The PVP application defines the seed finish of Enola as being semishiny. Enola, and Yellow River's 2001 crop and 2002 crop lots were all semishiny in seed finish.

40. Monochrome

The PVP application defines the seed of Enola as being monochrome in color. In studies 1 and 3, the seeds of Enola, and Yellow River's 2001 crop and 2002 crop lots were all monochrome in color.

41. Primary color general

The PVP application defines the primary color of Enola in general to be yellow. In studies 1 and 3, the seeds of Enola, and Yellow River's 2001 crop and 2002 crop lots were all yellow.

42. Primary color specific

The PVP application defines the seed coat color for Enola to be Munsell 5Y 8.5/4 to 7.5Y 8/8. In studies 1 and 3 (charts 31 and 15), most of the seed coat color for Enola, and Yellow River's 2001 crop and 2002 crop lots showed the PVP defined seed coat colors.

43. Color pattern

The PVP application defines the seed coat color pattern for Enola to be solid. In Studies 1 and 3, the seed coat pattern for Enola, and Yellow River's 2001 crop and 2002 crop lots were of a solid color pattern.

44. Hilar ring

The PVP application defines the seeds of Enola to have a hilar ring present. In studies 1 and 3, the seeds of Enola, and Yellow River's 2001 crop and 2002 crop lots all had hilar rings present.

45. Hilar ring color general

The hilar ring of Enola is specified as yellow in the PVP application. Our readings of hilar ring color are in number 46 because this report using the Munsell color scales.

46. Hilar ring color specific

The PVP application defined Enola's hilar ring color to be Munsell 2.5Y 9/4 to 2.5Y 9/6. Studies 1 and 3 (charts 32 and 16) showed very similar distributions of hilar color for Enola, and Yellow River's 2001 crop and 2002 crop lots in the color spectrum defined in the PVP application.

47. Shape

The PVP application defines the seed shape of Enola as cuboid. In studies 1 and 3, Enola, and Yellow River's 2001 crop and 2002 crop all have a seed shape of cuboid.

48. Weight 100 seeds

The PVP application defines the seed weight of Enola as 43 grams per 100 seeds. The data from studies 1 and 3 resulted in 100 seed weights as follows:

| | Study 1 | Study 2 | Average of Studies 1 + 3 |
|-----------|---------|---------|--------------------------|
| 2001 crop | 49 gm | 54 gm | 52 gm |
| 2002 crop | 55 gm | 51 gm | 53 gm |
| Enola | 47 gm | 58 gm | 53 gm |

Conclusion:

Most of the plant and seed characteristics between the Enola variety and Yellow River's 2001 crop and 2002 crop lots are close if not identical. Some of the slight characteristic differences and other issues need some discussion in this conclusion:

Average height at maturity:

Study 1 used seed from the 1996 breeder seed of Enola, and 2001 breeder seed of Enola. Breeder seed (genetically pure) does not have to meet the same certification seed quality standards as the Foundation, Registered and Certified seed classes meet. This seed may not have the same level of germination and/or vigor of the 2001 Certified lot of Enola planted in study 3. The results between Enola and the Yellow River 2001 crop and 2002 crop lots in study 3 are closer than the results in study 1.

Blossom color:

Blossom color was different than the PVP definition. There is a very light trace of pink in the blossoms. The color seems to deepen slightly as the day progresses. A quick look would cause the evaluator to say the blossom color is white. Even though this pink characteristic has not been identified in the PVP application, the Enola, and Yellow River 2001 crop and 2002 crop lots blossom color readings were very close.

Green leaflet color issue:

Lee Benson testified that he thought the color of the Enola field is different than the 2001 and 2002 Yellow River fields. As can be seen in chart 4 and chart 20, the leaf color readings for all three lots are very close. We found Benson's remark about the color to be compelling, so we took leaflet color readings in his field. The color distribution in his Enola and 2002 crop field is practically identical in chart 49. By the definition of the color of the green leaflets in the Enola PVP application, the color is the same.

Green pod constrictions:

Due to the rapid growth and development of bean pods in the green phase of the bean plant growth, the measure of constrictions is more meaningful in the mature stage. We did get similar distribution of green pod constrictions between the Enola, and Yellow River 2001 crop and 2002 crop lots.

Seeds per pod:

For some reason the seeds per pod for Enola is different than that for Yellow River's 2001 crop and 2002 crop lots. The Yellow river 2001 crop lot had the lowest count of seeds per pod in study one, and the highest number of seeds per pod in study three. Study one has the two breeder seed lots of Enola, one being the 1996 lot, and vigor seemed to be low in these two lots. Study three shows that there is little difference between Enola and Yellow River's 2001 crop and 2002 crop lots for seeds per pod.

It is my opinion after analyzing all of the data, that the Yellow River 2001 crop and the 2002 crop lots are not clearly distinguishable from that of the Enola variety.

Signature

Gilbert P. Waibel
Gilbert P. Waibel

Date 10/7/02

Chart 1 / Study 3 / Blossom Color

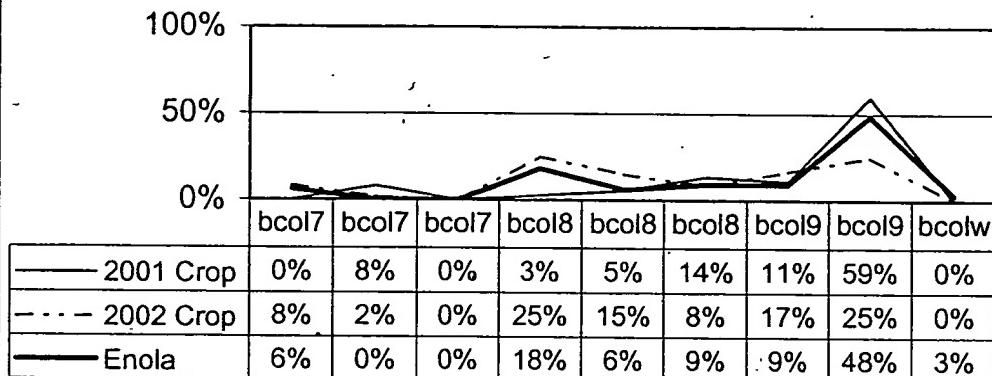


Chart 2 / Study 3 / Leaflet Apex

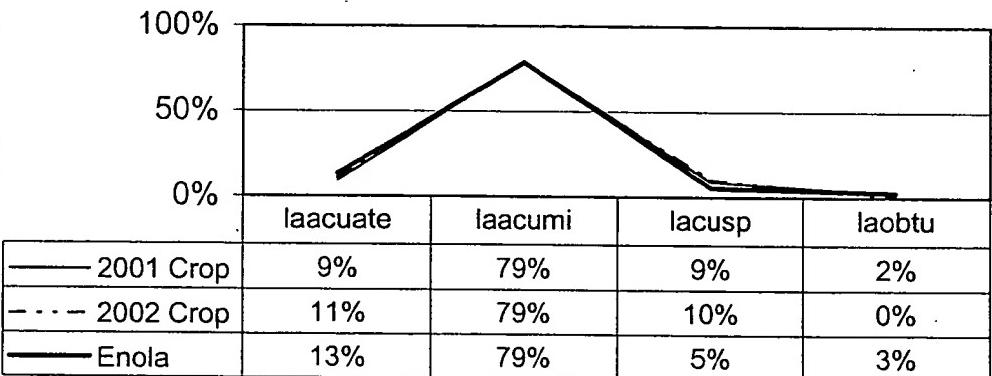


Chart 3 / Study 3 / Leaflet Base

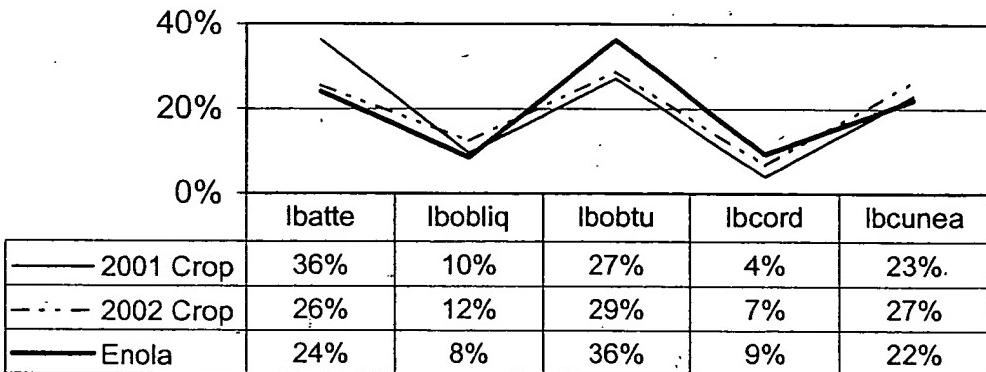


Chart 4 / Study 3 / Leaflet Color

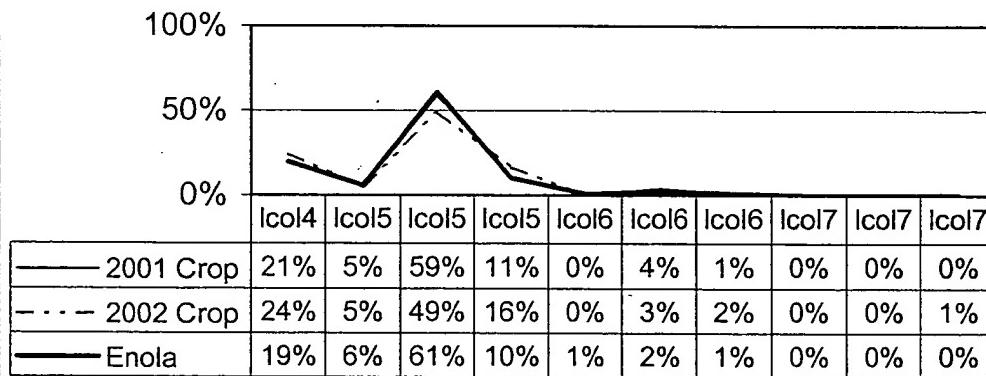


Chart 5 / Study 3 / Leaflet Shape

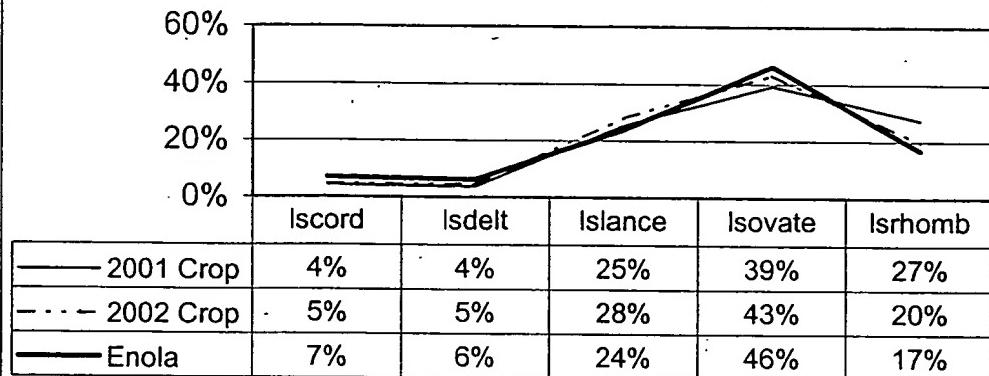


Chart 6 / Study 3 / Pod Beak Orientation

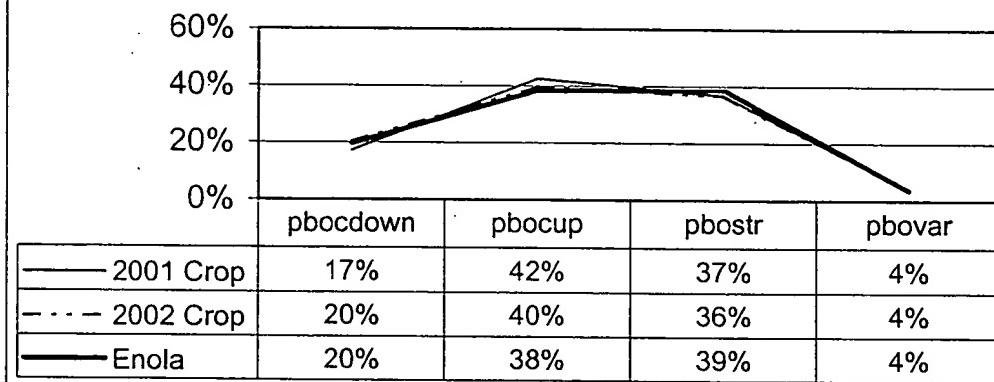


Chart 7 / Study 3 / Pod Color

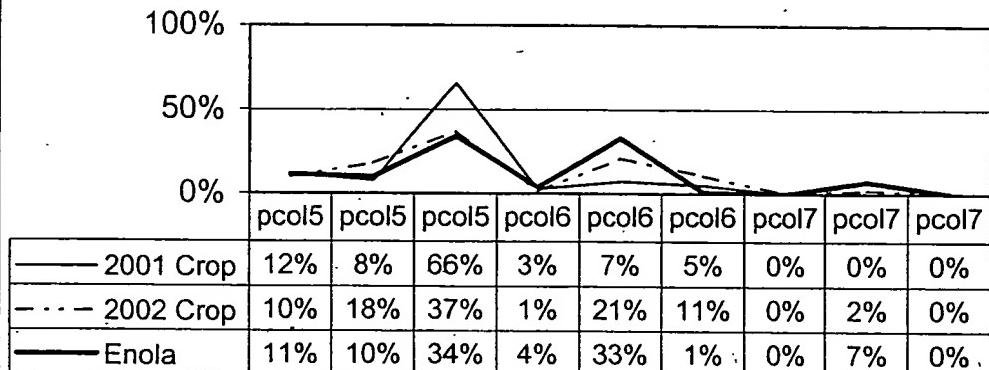


Chart 8 / Study 3 / Pod Constrictions

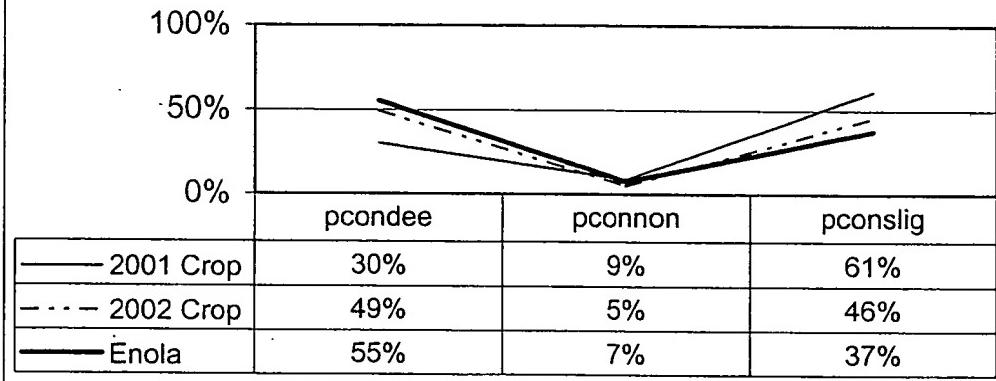
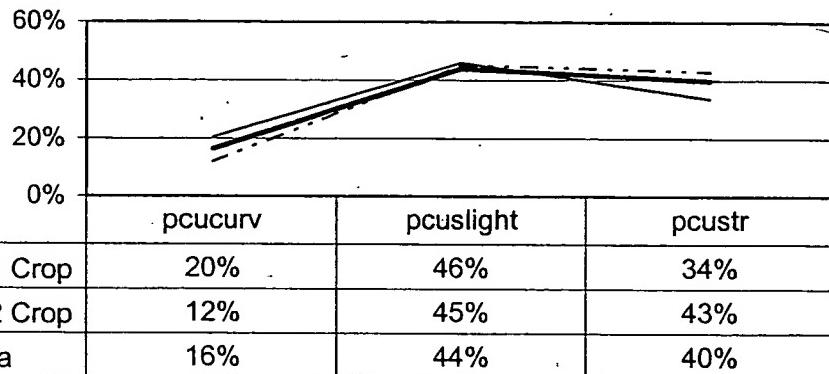


Chart 9 / Study 3 / Pod Curvature



2001 Crop 2002 Crop Enola

Chart 10 / Study 3 / Pod Mature Break
Orientation

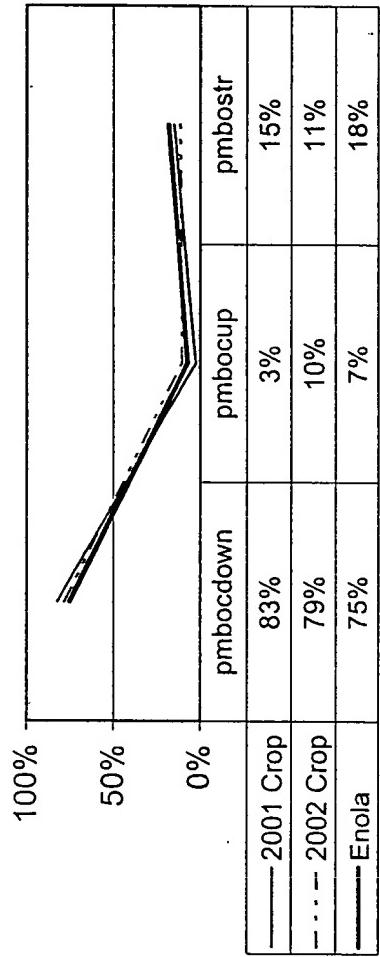


Chart 11 / Study 3 / Pod Mature Color

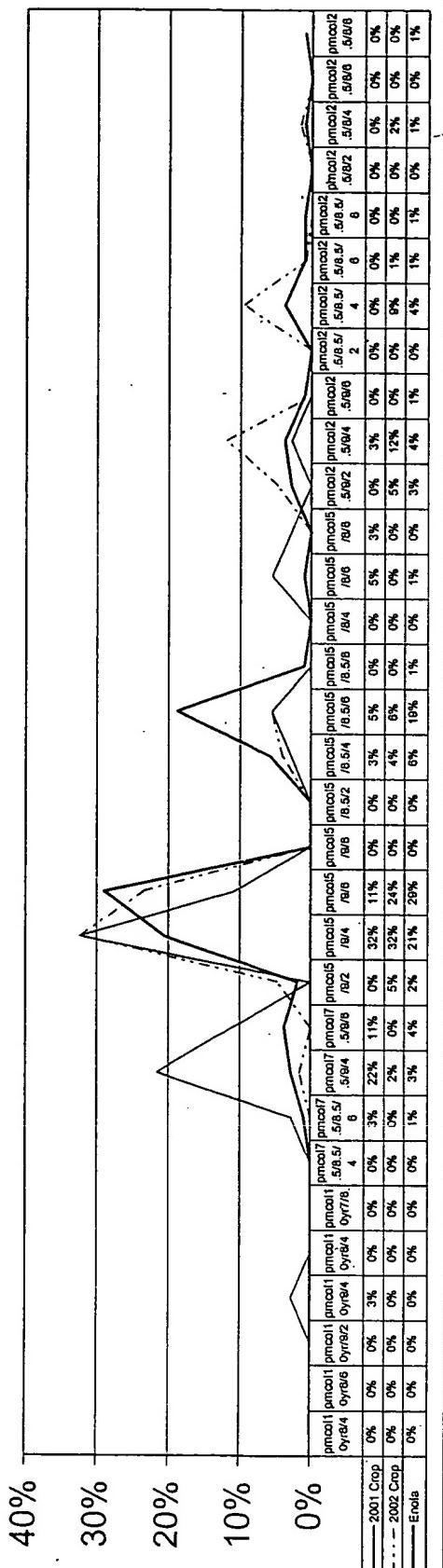


Chart 12 / Study 3 / Pod Mature Constrictions

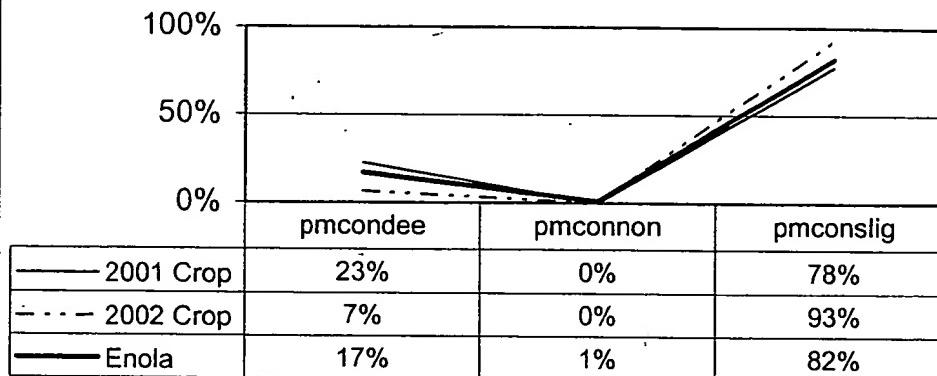
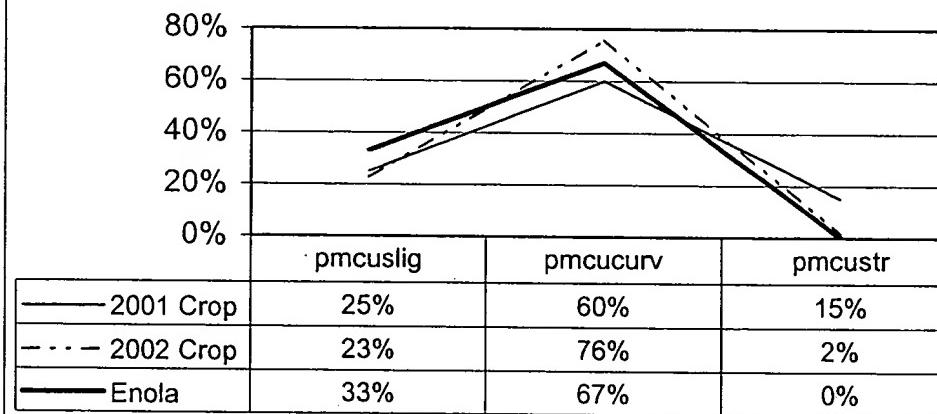


Chart 13 / Study 3 / Pod Mature Curvature



DEPARTMENT OF AGRICULTURE
PHILIPPINES

Chart 14 / Study 3 / Pod Mature Suture Color

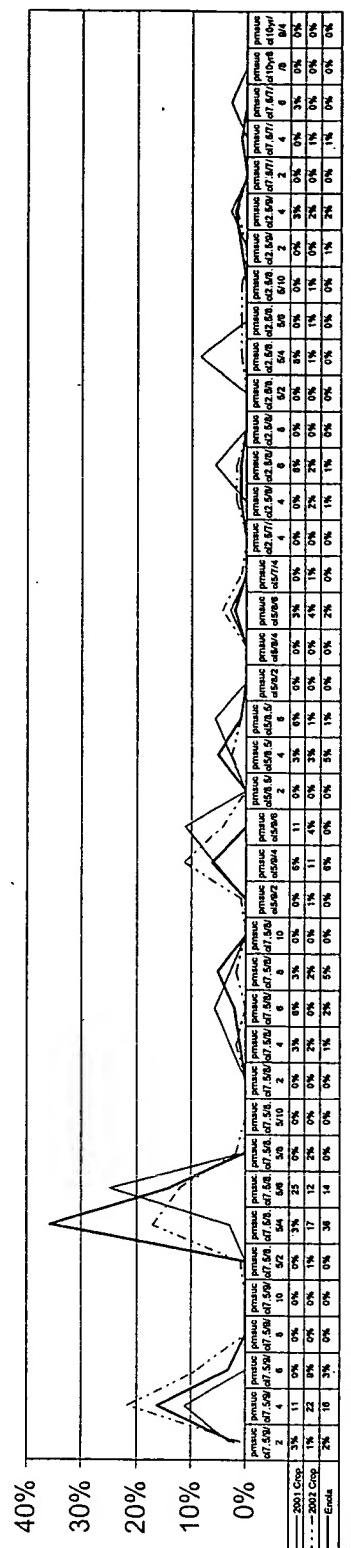


Chart 15 / Study 3 / Seed Coat Color

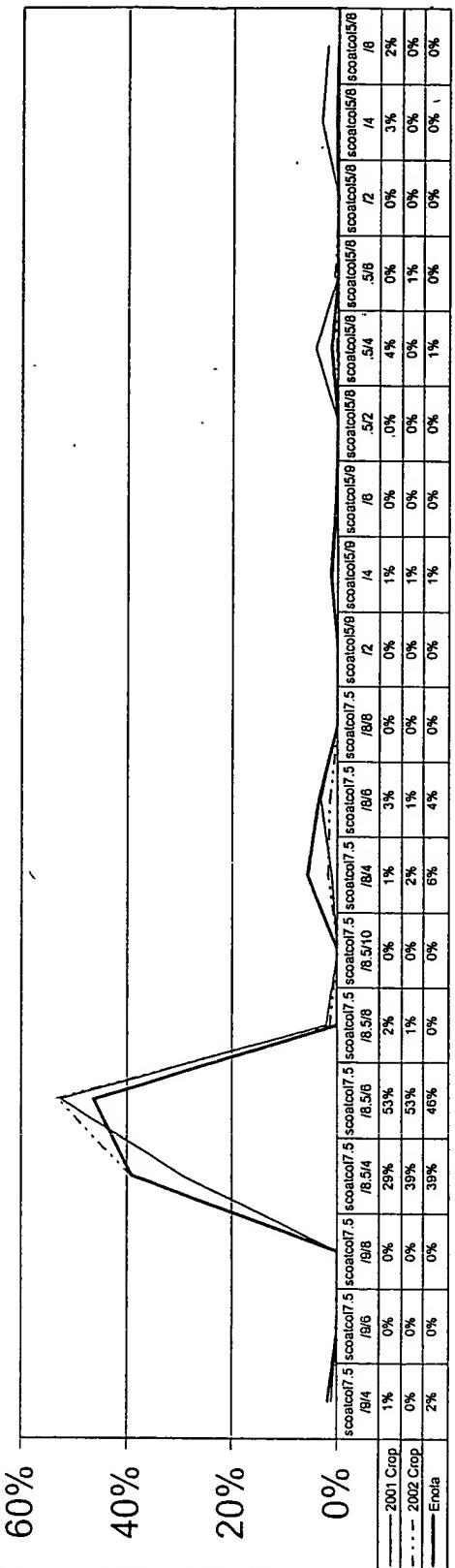


Chart 16 / Study 3 / Seed Hilar Ring Color

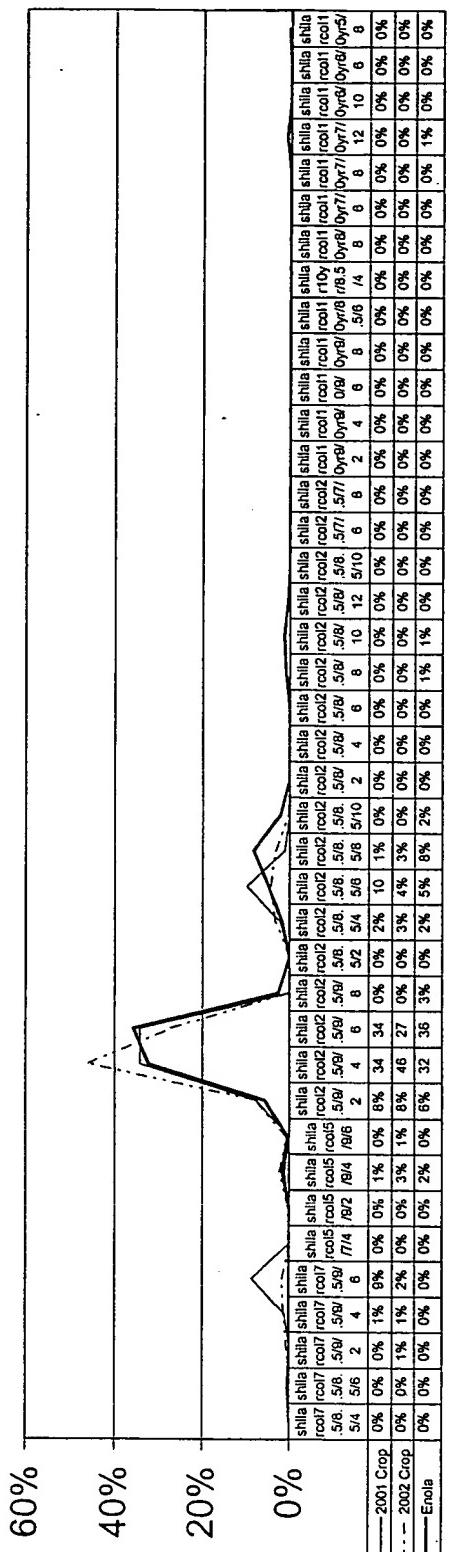


Chart 17 / Study 1 / Blossom Color

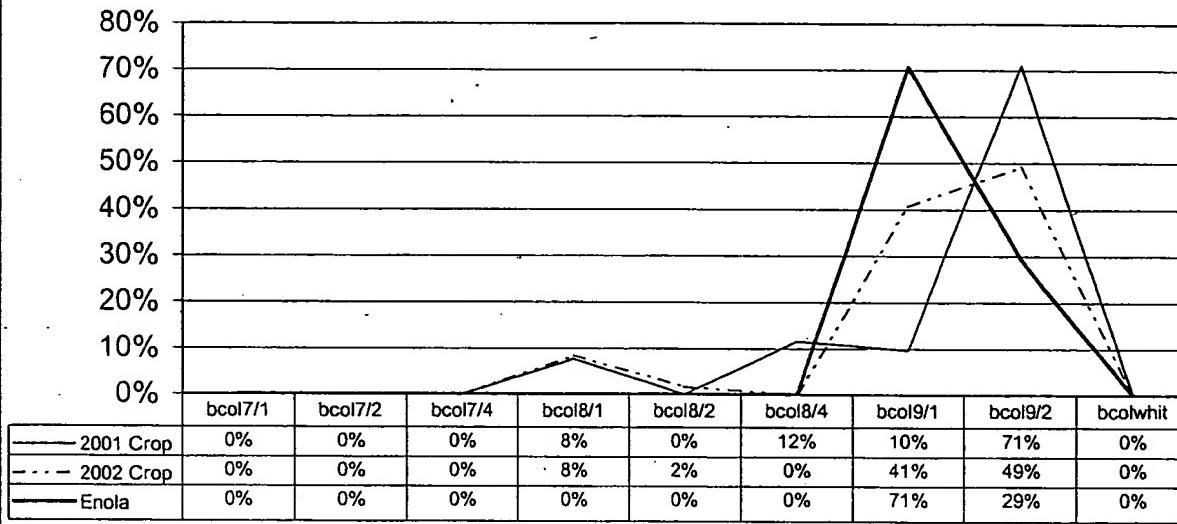


Chart 18 / Study 1 / Leaflet Apex

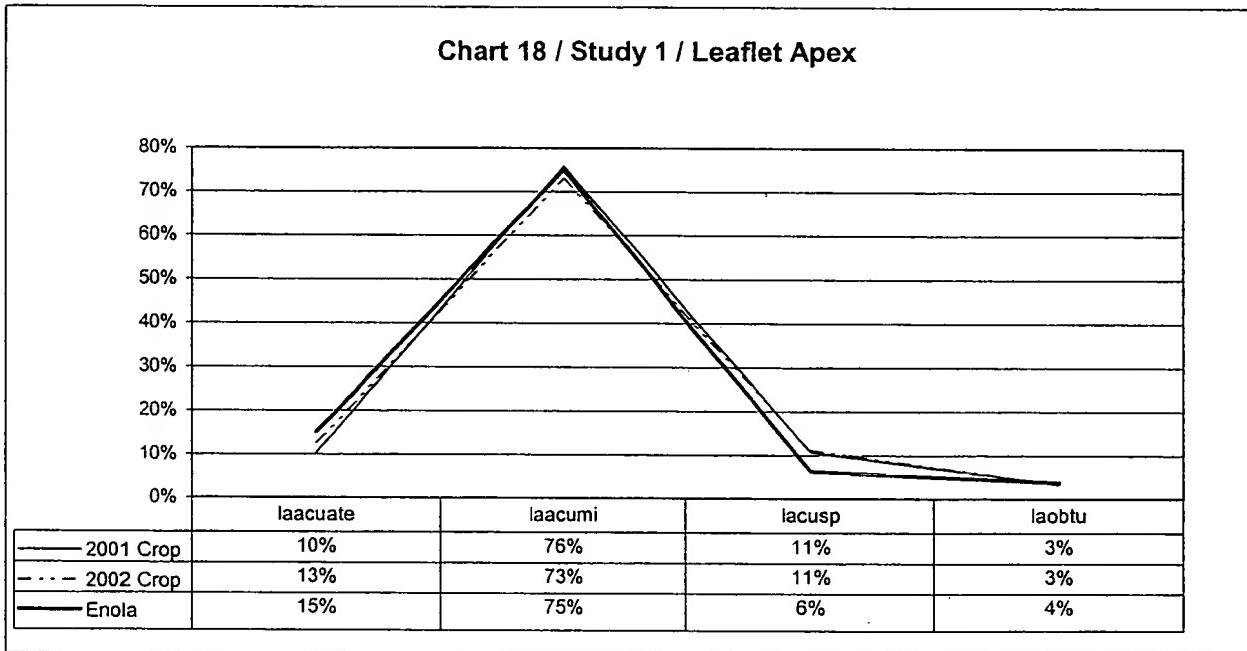


Chart 19 / Study 1 / Leaflet Base

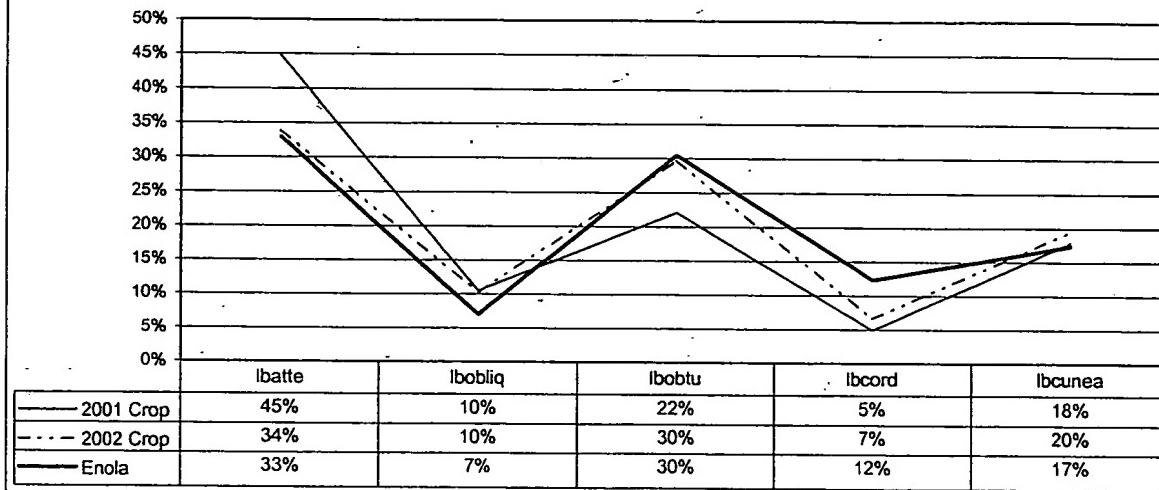


Chart 20 / Study 1 / Leaflet Color

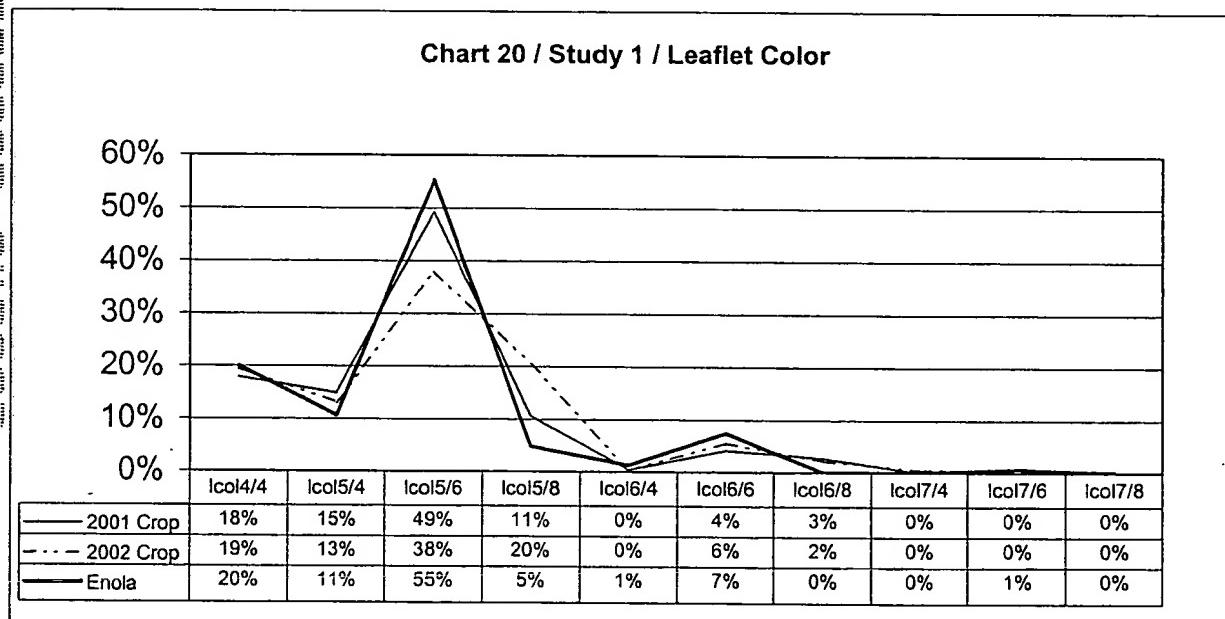


Chart 21 / Study 1 / Leaflet Shape

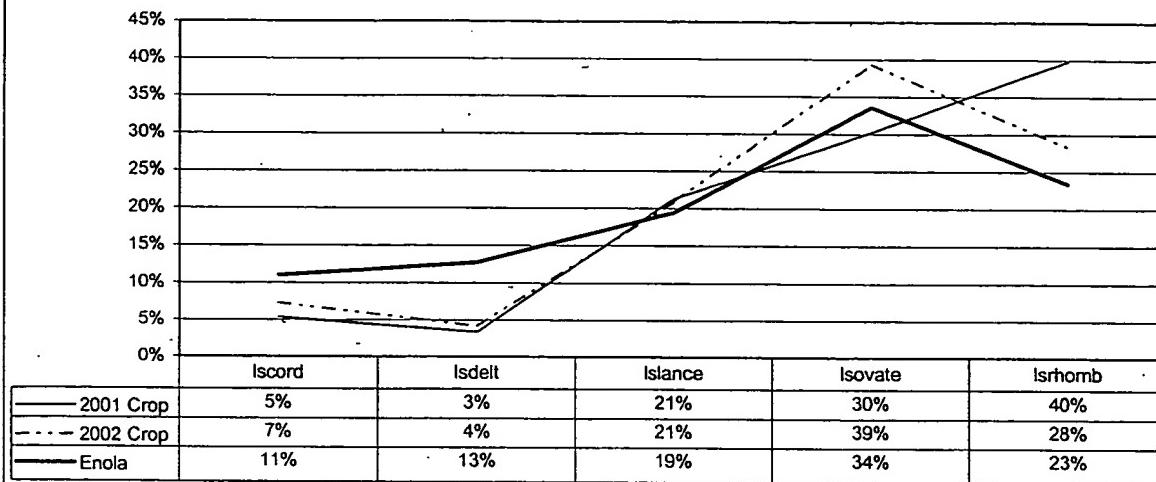


Chart 22 / Study 1 / Pod Beak Orientation

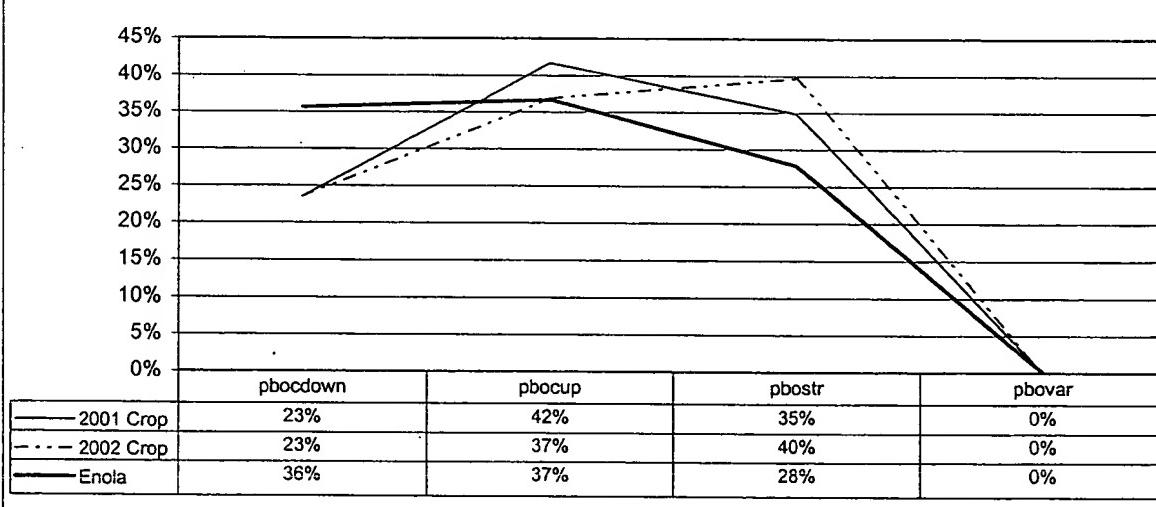


Chart 23 / Study 1 / Pod Color

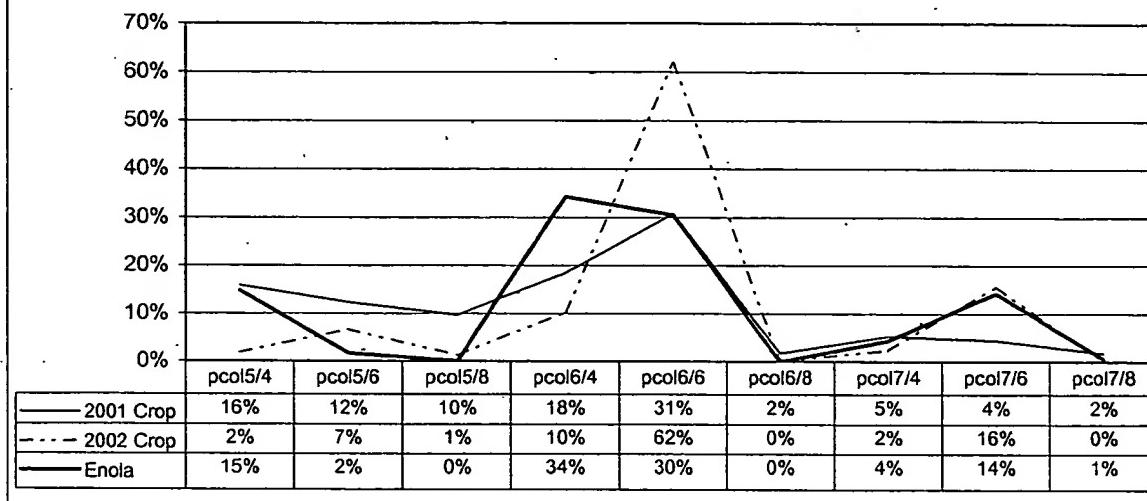


Chart 24 / Study 1 / Pod Constrictions

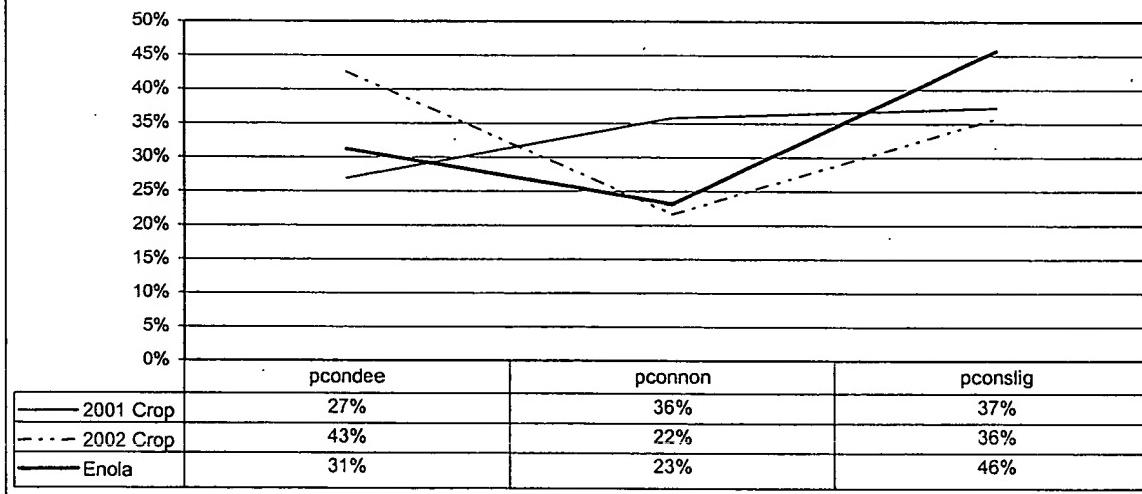


Chart 25 / Study 3 / Pod Curvature

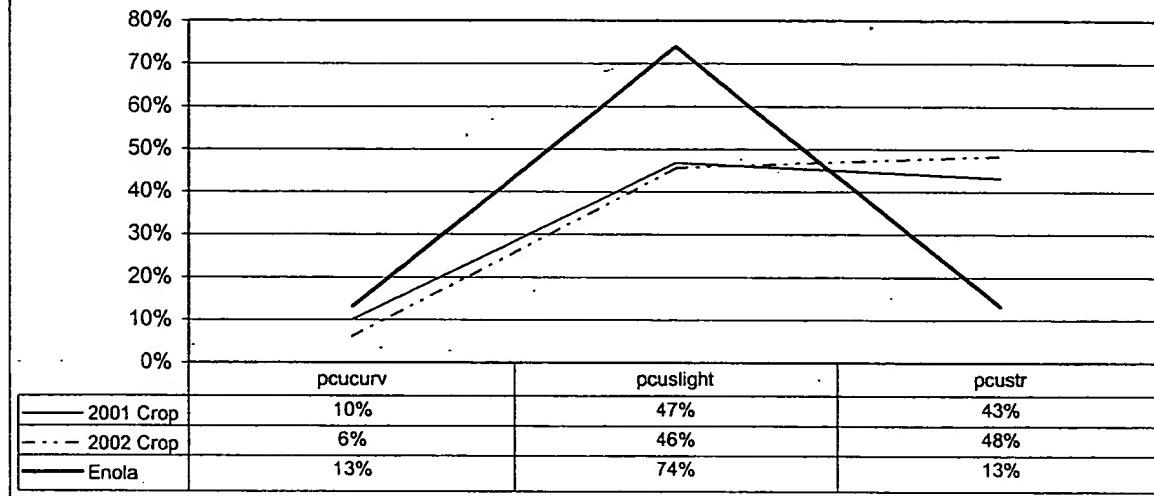


Chart 26 / Study 1 / Pod Mature Break Orientation

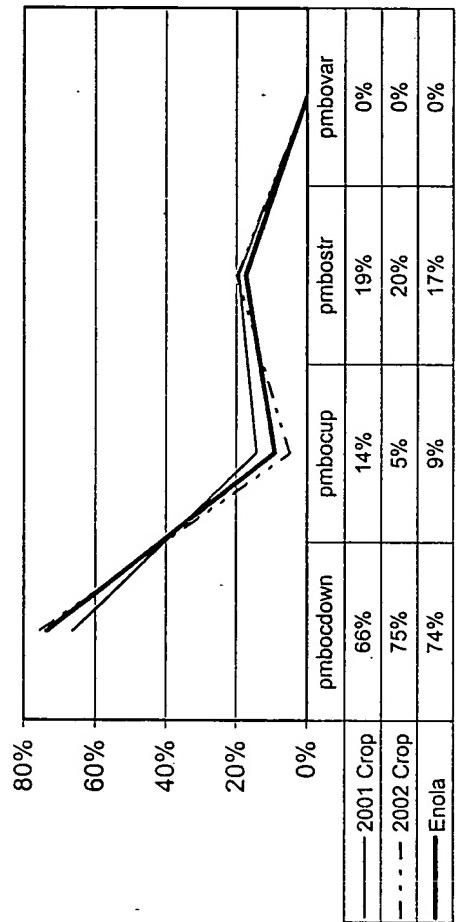


Chart 27 / Study 1 / Pod Mature Color

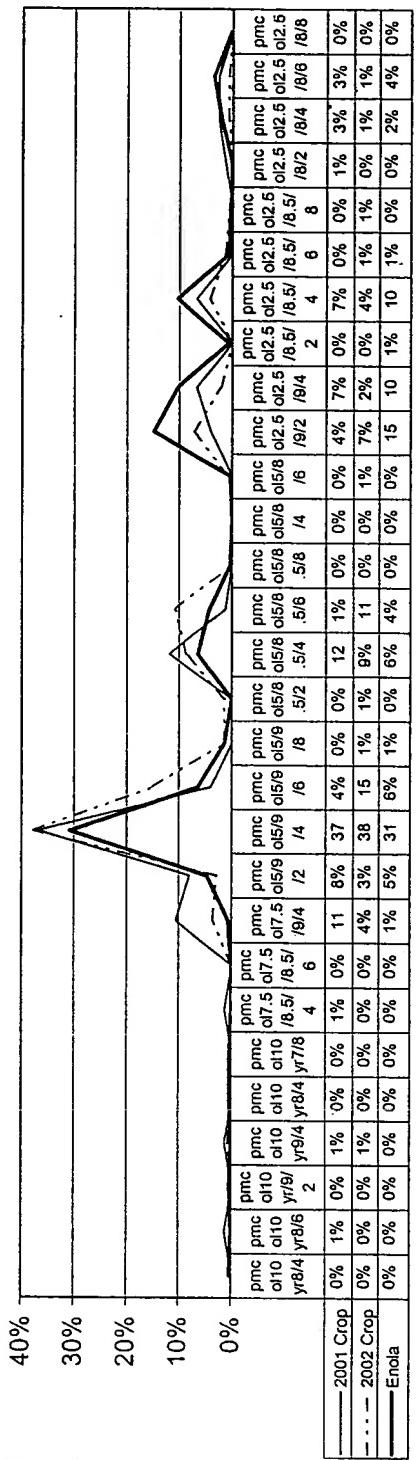


Chart 28 / Study 1 / Pod Mature Constrictions

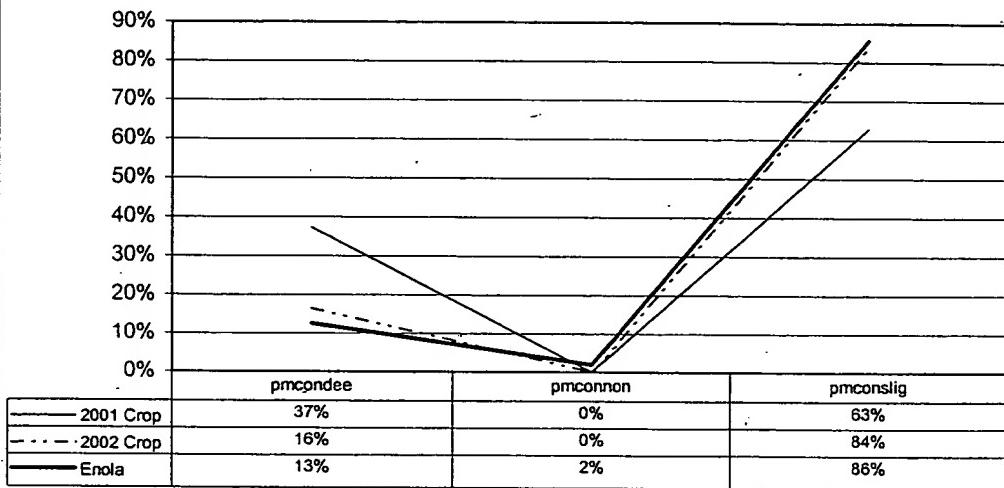
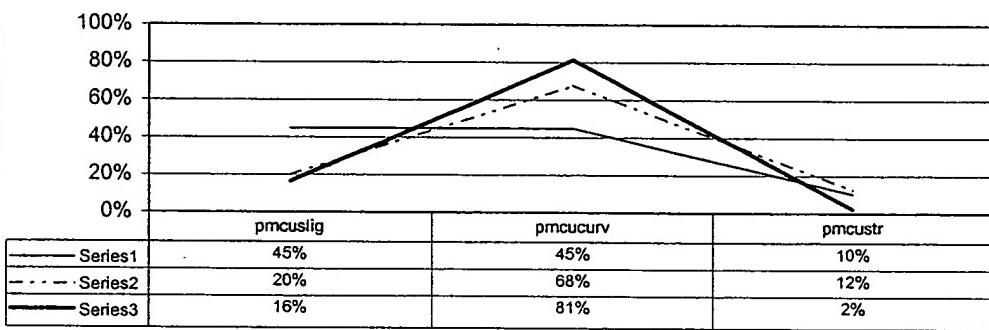


Chart 29 / Study 1 / Pod Mature Curvature



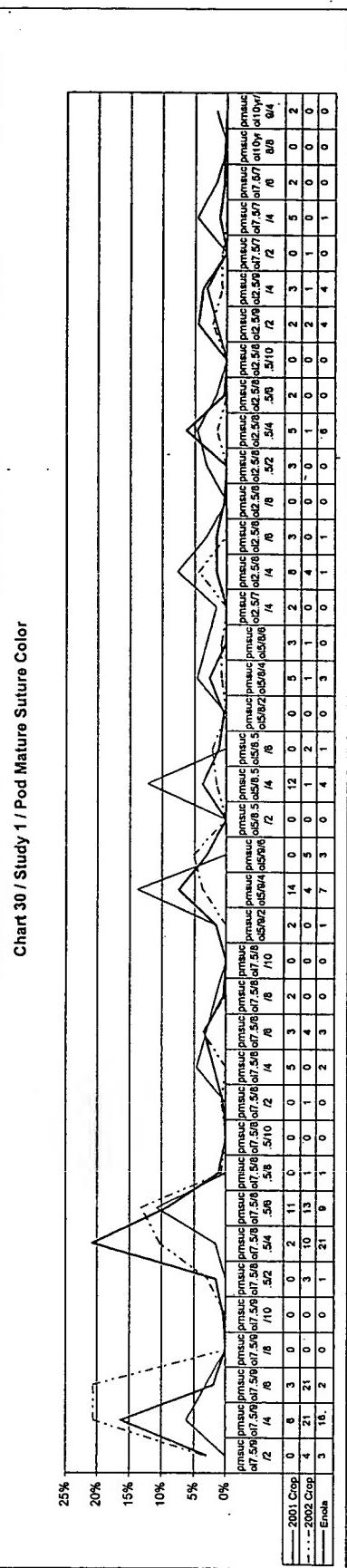
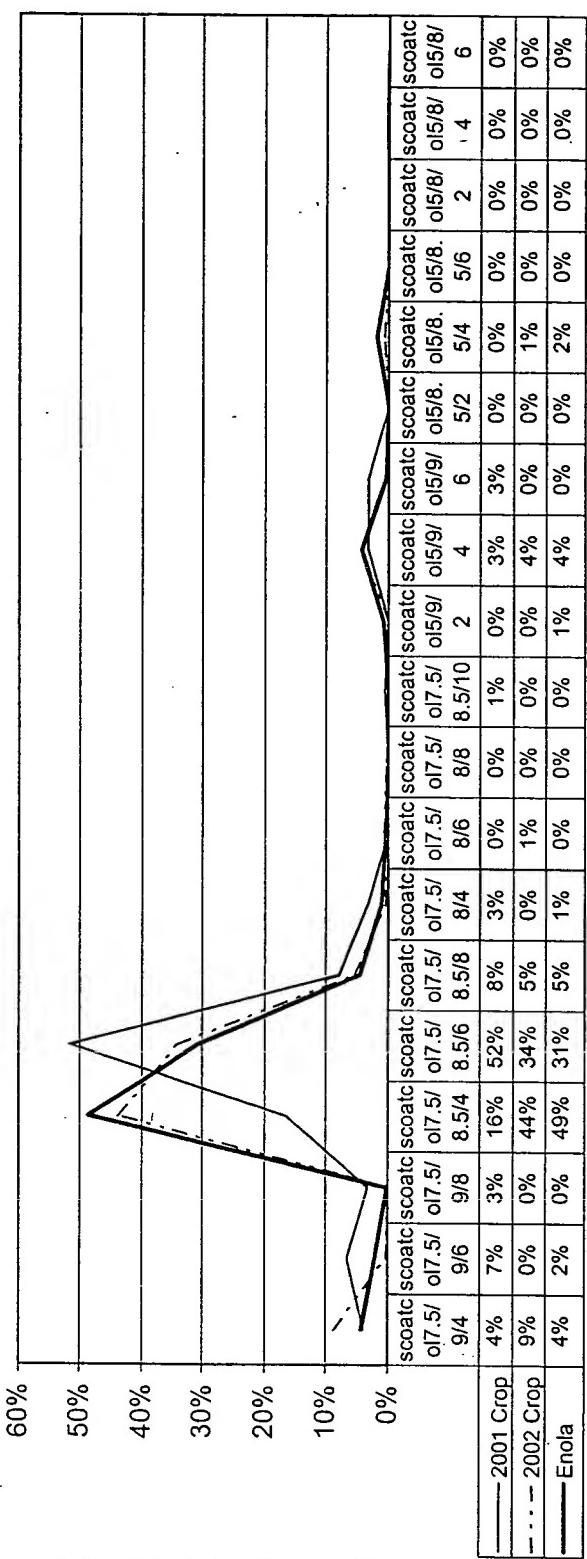


Chart 31 / Study 1 / Seed Coat Color



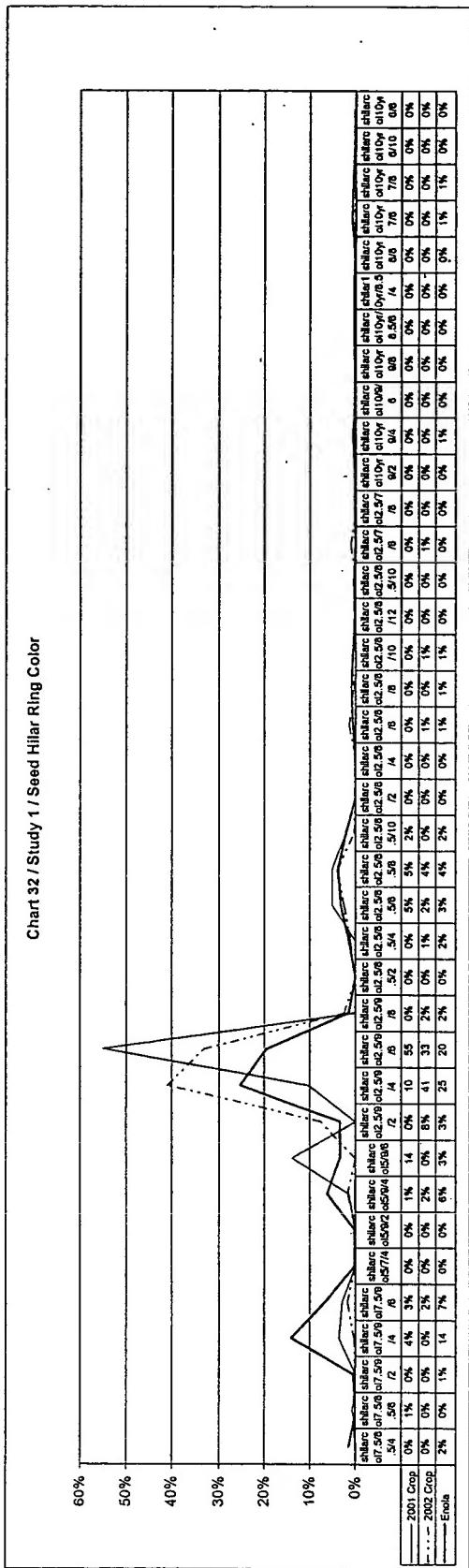


Chart 33 / 3 Enolas / Blossom Color

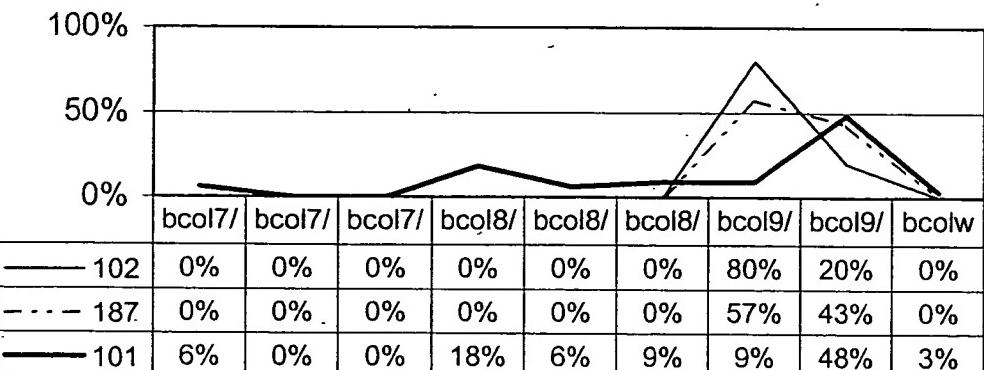


Chart 34 / 3 Enolas / Leaflet Apex

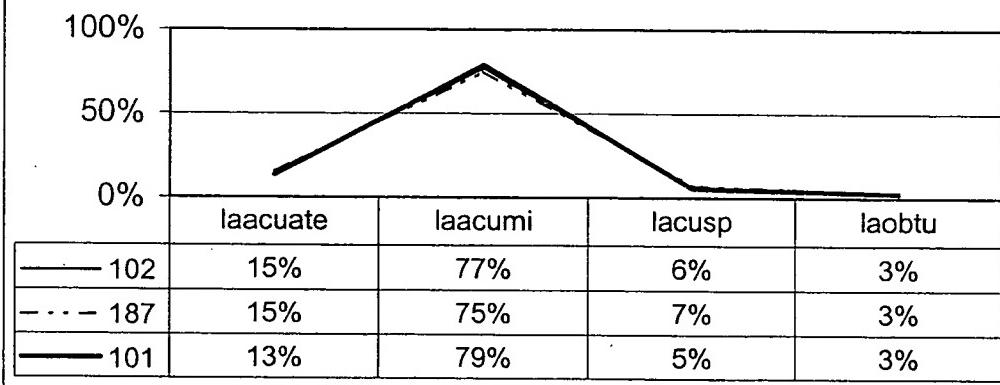


Chart 35 / 3 Enolas / Leaflet Base

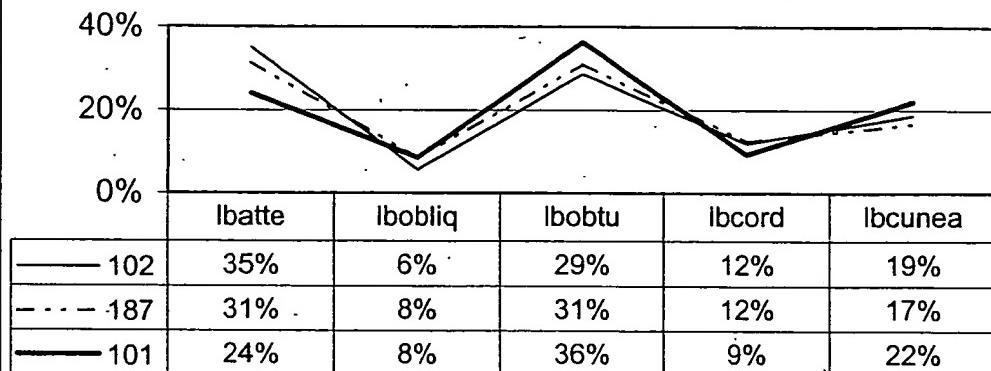


Chart 36 / 3 Enolas / Leaflet Color

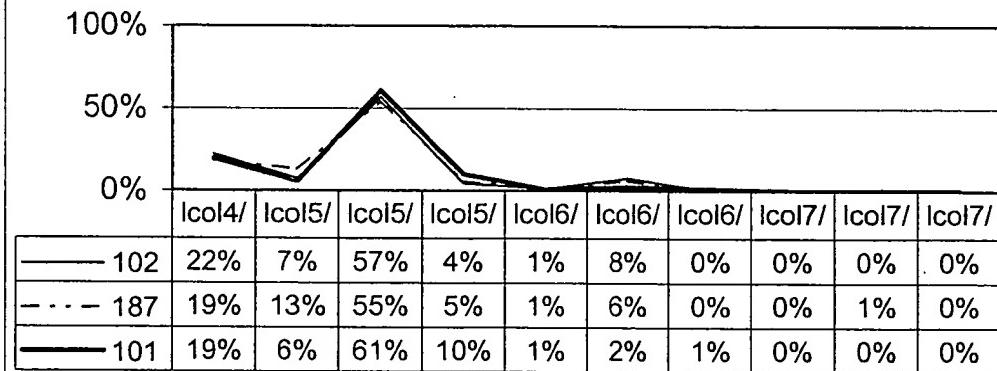


Chart 37 / 3 Enolas / Leaflet Shape

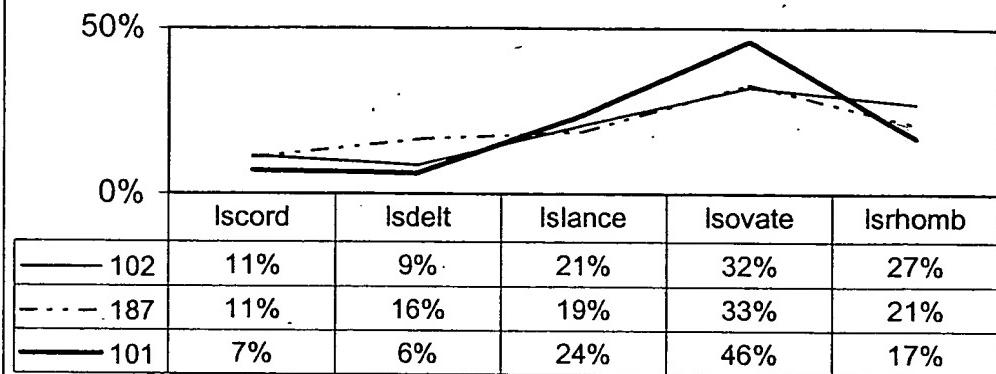


Chart 38 / 3 Enolas / Pod Beak Orientation

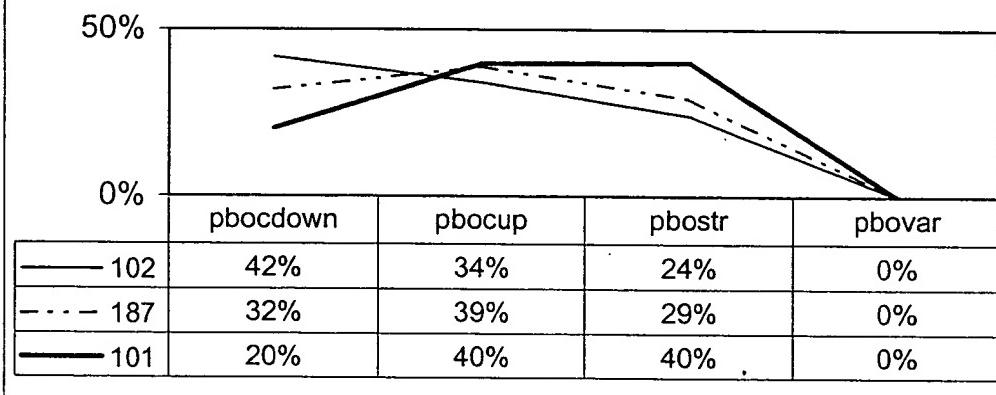


Chart 39 / 3 Enolas / Pod Color

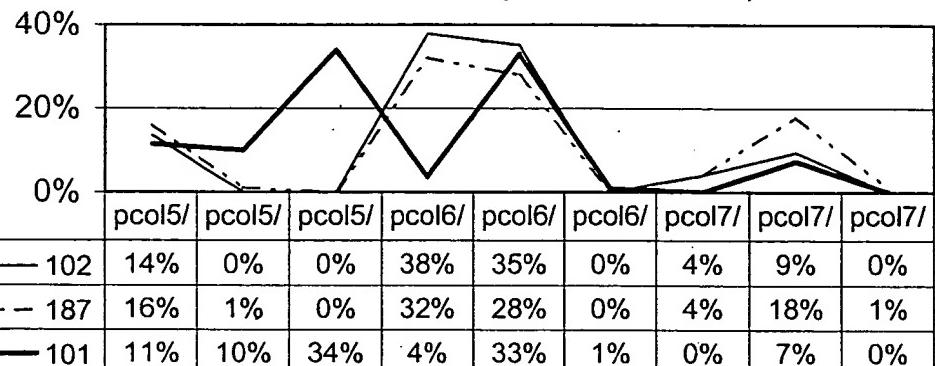


Chart 40 / 3 Enolas / Pod Constrictions

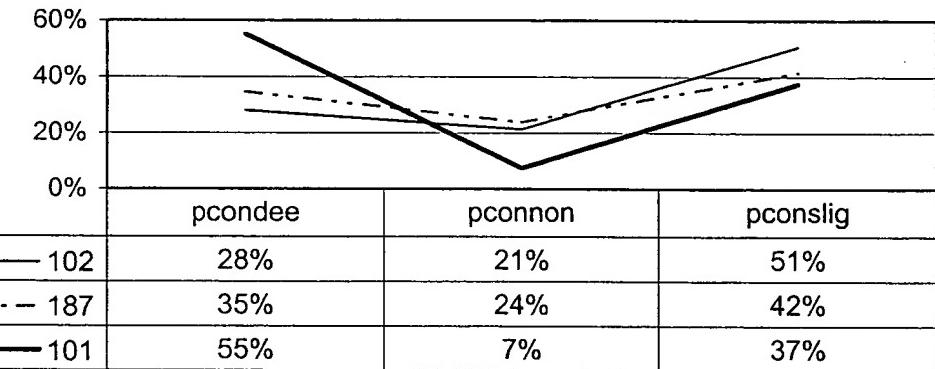
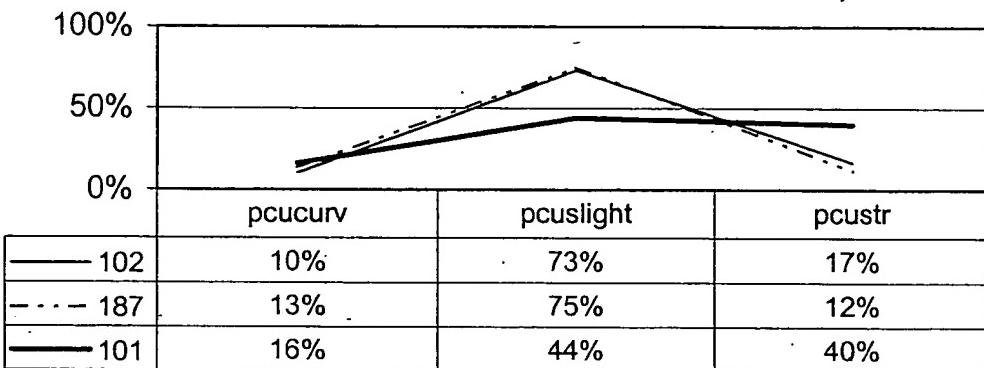


Chart 41 / 3 Enolas / Pod Curvature



Enolas 102, 187, 101

Chart 42 / 3 Enolas / Pod Mature Break Orientation

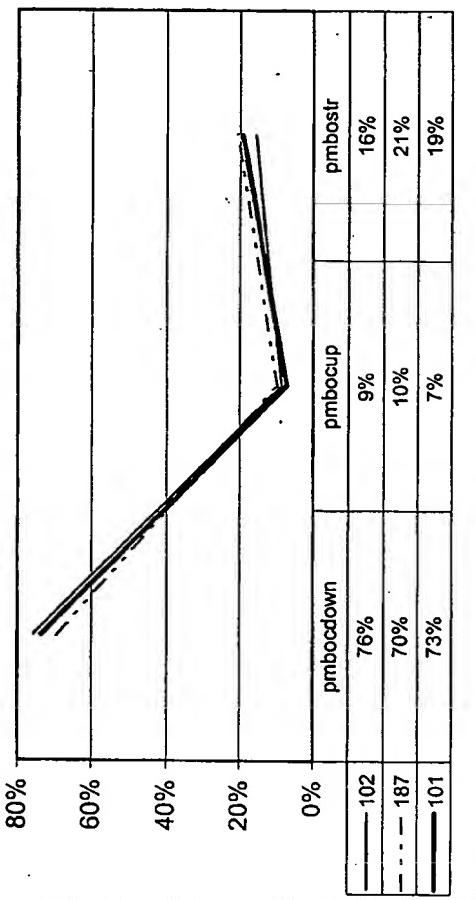


Chart 43 / 3 Enolas / Pod Mature Color

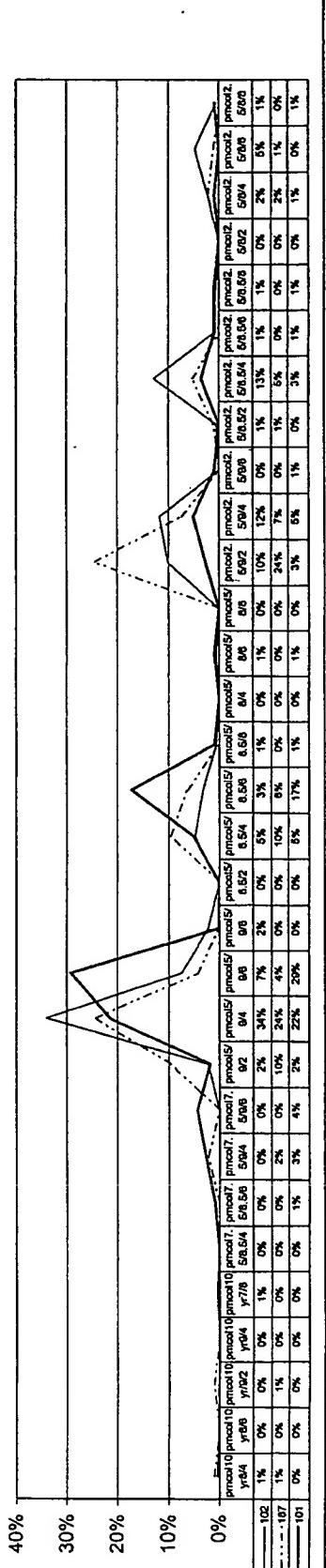


Chart 44 / 3 Enolas / Pod Mature Constrictions

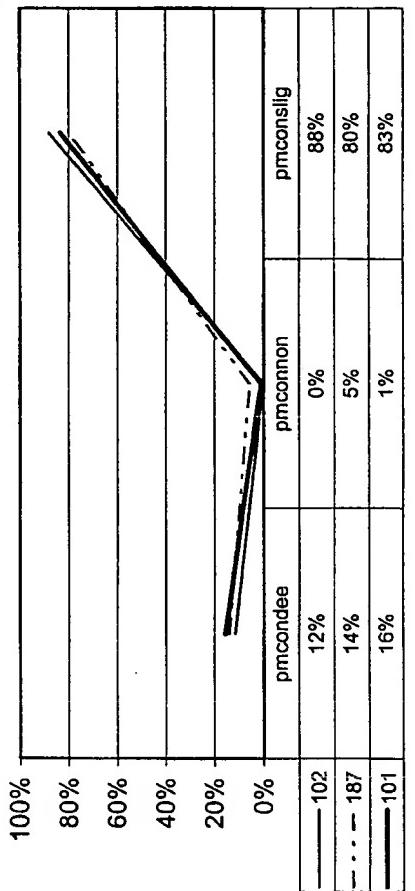
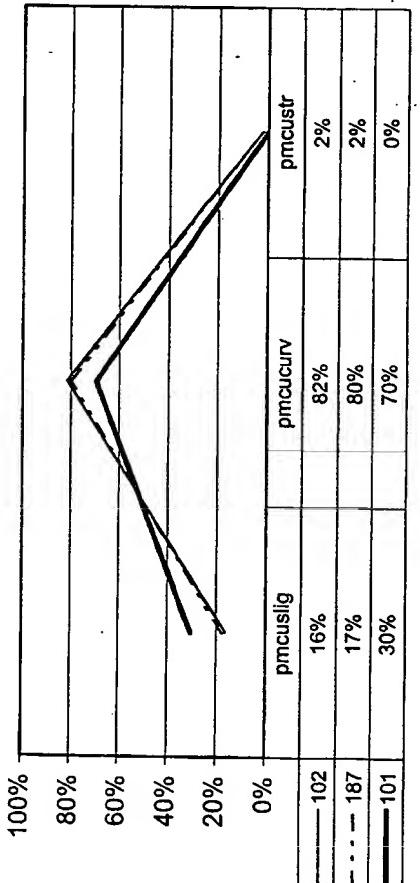


Chart 45 / 3 Enolas / Pod Mature Curvature



46 46 46 46 46 46

Chart 46 / 3 Enolas / Pod Mature Suture Color

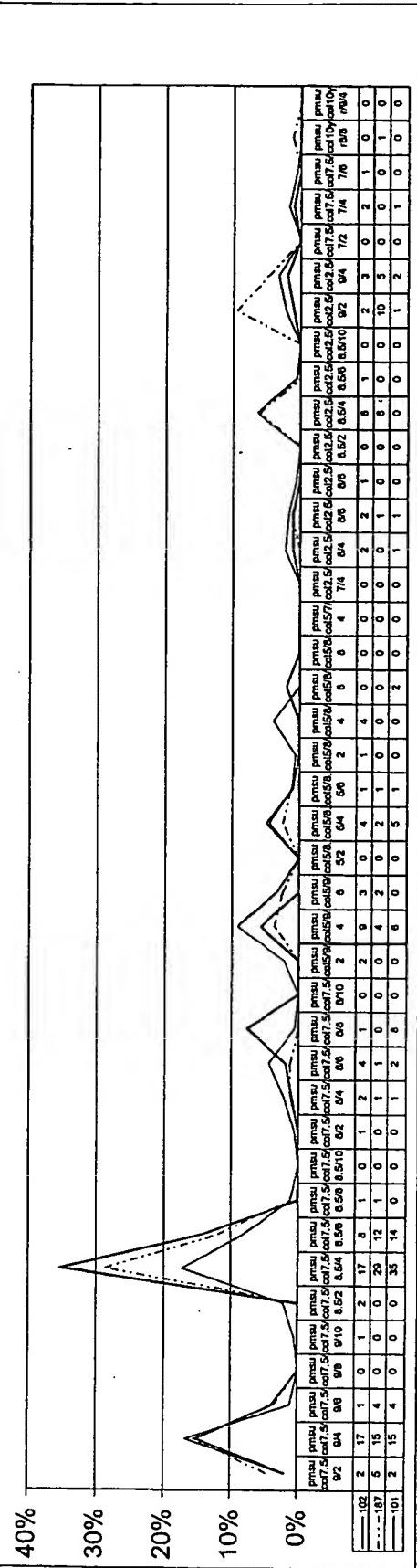
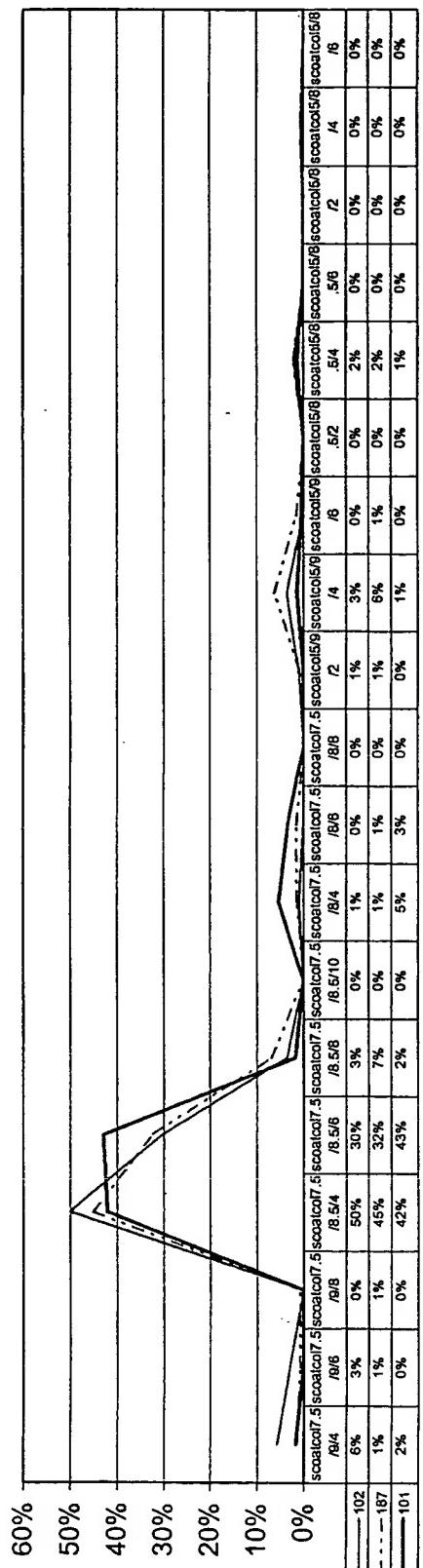
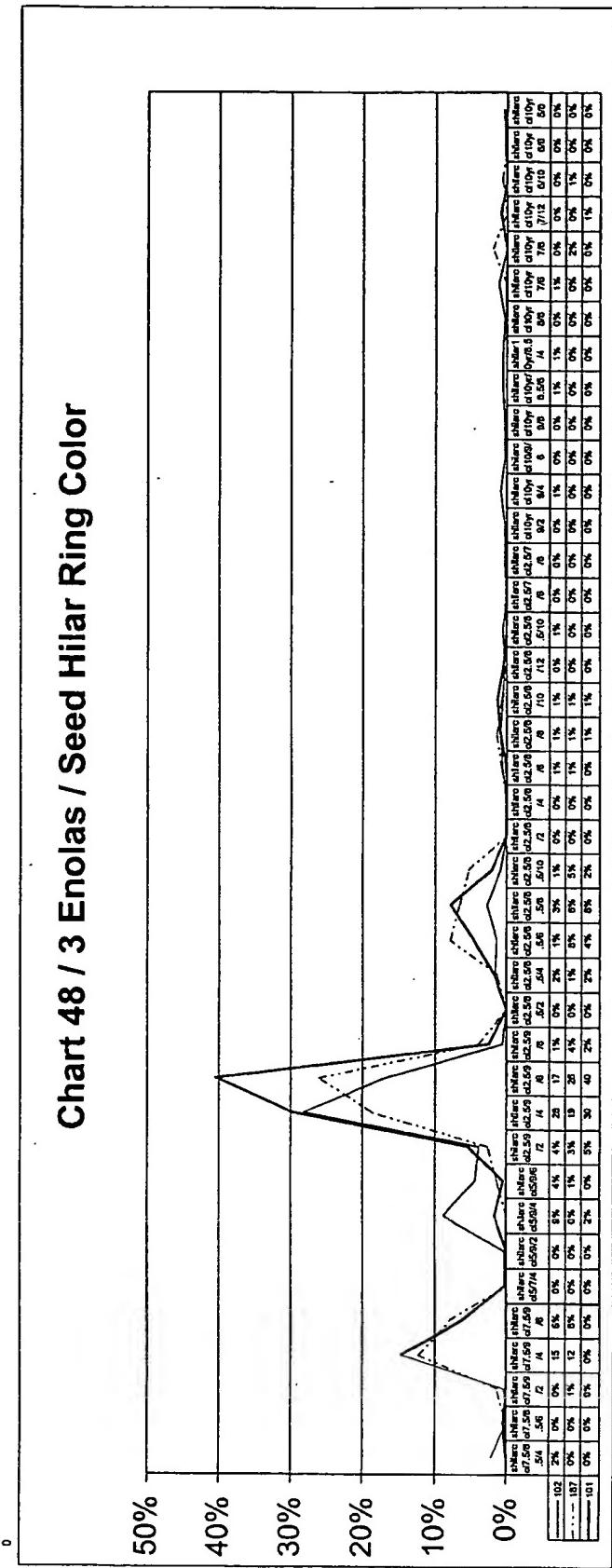


Chart 47 / 3 Enolas / Seed Coat Color



บุญเรือง เอเชีย จำกัด

Chart 48 / 3 Enolas / Seed Hilar Ring Color





IDAHO BEANS

2003 MAYA COBA BEANS Applied for Certification

| Variety | Foundation | Registered | Certified |
|-------------|------------|------------|-----------|
| PROPRIETARY | 19.0 | 0.0 | 84.0 |
| TOTAL | 19.0 | 0.0 | 84.0 |

Copyright 2003 All rights reserved - Idaho Crop Improvement Association, Inc.
55 S.W. Fifth Meridian Idaho 83642 * Phone (208)884-8225
idahocnp@sol.com

2001 CDBN
 Powell RE Center
 Nursery List

| | | | | | |
|----|---|------|--------------|---------|-----------------------|
| 49 | 1 | 49 | UI 60 | GN | ASI |
| 50 | 1 | 50 | Rog 312 | PK | ASI |
| 51 | 1 | 51 | UI 537 | PK | ASI |
| 52 | 1 | 52 | Apache | PT | ASI |
| 53 | 1 | 53 | Focus | PT | ASI |
| 54 | 1 | 54 | Othello | PT | ASI |
| 55 | 1 | 55 | Topaz | PT | ASI |
| 56 | 1 | 56 | Vision | PT | ASI |
| 57 | 1 | 57 | Cajun | RD | ASI |
| 58 | 1 | 58 | SVLRK | LK | ASI |
| 59 | 1 | 59 | Flora de Mio | ? | ASI |
| 60 | 1 | X 60 | Myasi | Myacoba | ASI |
| 61 | 2 | 54 | Othello | PT | ASI |
| 62 | 2 | 2 | AC Mast | SW | Ag Canada |
| 63 | 2 | 58 | SVLRK | LK | ASI |
| 64 | 2 | 15 | US 1140 | GN | Check |
| 65 | 2 | 27 | UI 114 | PT | Check |
| 66 | 2 | 46 | Norstar | SW | ASI |
| 67 | 2 | 49 | UI 60 | GN | ASI |
| 68 | 2 | 33 | H 9859-41-3 | DK | USDA/IAREC WSU |
| 69 | 2 | 19 | Buster | PT | Check |
| 70 | 2 | 41 | T-39 | BL | ASI |
| 71 | 2 | 25 | Othello | PT | Check |
| 72 | 2 | 42 | Albion | SW | ASI |
| 73 | 2 | 18 | Bill Z | PT | Check |
| 74 | 2 | 12 | Matterhorn | GN | Check |
| 75 | 2 | 30 | CPC 99814 | CR | Colusa Produce Corp |
| 76 | 2 | 44 | Ensign | SW | ASI |
| 77 | 2 | 10 | 98:209G | GN | Univ. of Idaho |
| 78 | 2 | 35 | Nichols | DK | UC Davis |
| 79 | 2 | 4 | CPC 00125 | SW | Colusa Produce Corp |
| 80 | 2 | 3 | AC Trident | SW | Ag Canada |
| 81 | 2 | 39 | CPC 00250 | YL | Colusa Produce Corp |
| 82 | 2 | 5 | Frigate | SW | Idaho Seed Bean |
| 83 | 2 | 29 | R 93-385 | RD | USDA/IAREC WSU |
| 84 | 2 | 24 | ISB 1145 | PT | Idaho Seed Bean |
| 85 | 2 | 14 | UI 465 | GN | Check |
| 86 | 2 | 53 | Focus | PT | ASI |
| 87 | 2 | 21 | CO75511 | PT | Colorado State Univ. |
| 88 | 2 | 9 | 98:163G | GN | Univ. of Idaho |
| 89 | 2 | 20 | CO64342 | PT | Colorado State Univ. |
| 90 | 2 | 17 | 93:219P | PT | Univ. of Idaho |
| 91 | 2 | 57 | Cajun | RD | ASI |
| 92 | 2 | 31 | Hooter | CR | Seminis Vegetable |
| 93 | 2 | 32 | H 9859-37-2 | DK | USDA/IAREC WSU |
| 94 | 2 | 45 | Agri 1 | SW | ASI |
| 95 | 2 | 22 | CDC Pinnacle | PT | Univ. of Saskatchewan |
| 96 | 2 | 6 | ISB 2596 | SW | Idaho Seed Bean |
| 97 | 2 | 50 | Rog 312 | PK | ASI |
| 98 | 2 | 13 | UI 59 | GN | Check |
| 99 | 2 | 51 | UI 537 | PK | ASI |

2001 CDBN



Foundation Seed Prog



INVOICE

PLEASE MAKE CHECKS PAYABLE TO:

"BURSAR, UNIVERSITY OF IDAHO"

DATE: 05/03/99

IN ACCOUNT WITH CUSTOMER NO.:

200
15-1

MAIL PAYMENTS TO:

UNIVERSITY OF IDAHO

3793 N 3600 E

KIMBERLY, IDAHO 83341-5076

SHIP TO CUSTOMER NO:

290

ASI IDAHO
PO BOX T
KIMBERLY ID 83341

ASI IDAHO
PO BOX T
KIMBERLY ID 83344

FOOTNOTES.

1. **Plant Variety Protected**
 2. **Production Agreement and/or Royalties Required.** Production Agreement must be completed prior to seed pickup or shipment.
 3. **Research fee (tag fee) will be assessed on this variety of foundation Seed.**

A valid resale certificate or tax exempt form.

15

on file with the author. All rights are for foundation used production and review. At no time

NOTICE OF REQUIRED ARBITRATION

Under the Idaho state seed laws passed in August 1988, arbitration is required as a precondition of maintaining certain legal actions, counterclaims or defenses against a seller of seed. The buyer must file a complaint with the State Department of Agriculture within such time as to permit inspection of the crop, plants or trees and notify the seller of complaint by certified mail.

LIMITATION OF WARRANTY AND LIABILITY

The University of Idaho, Moscow, Idaho warrants that seed we sell conforms to the label description as required under state and federal seed laws. The University of Idaho and any of its entities make no warranty of any kind, expressed or implied, concerning said seed, including merchantability, fitness for a particular purpose, quality or freedom from disease. By acceptance of the seed, the buyer acknowledges that Idaho's liability to any person from a breach or warranty, breach of contract, negligence and/or any other cause shall be limited solely to the purchase price charged for seed.



BILL OF LADING

BILL OF LADING NO. 36183

CONSIGNEE:

GOYA FOODS OF TEXAS
GOYA FOODS OF TEXAS
10460 W PARK
HOUSTON, TX 77042

CUSTOMER P.O. NO 52/8656

Release #: 35833-2

CONTRACT NO. 35833-2

Truck # NEB. 33286

ASI WYOMING 2001-048

Trailer # NEB. 87284

CARRIER: TD EXPRESS

BROKER: WESTERN TRADING

FREIGHT CHARGES: PPD. BY WESTERN TRADING

SEAL NO. ASI #41130/41131

E23900010831

DATE: 11/29/01

SHIPPER:

ASI WYOMING
ASI WYOMING
414 HIGHWAY 14A
POWELL, WY 82435

EXEMPT

RAILCAR INITIAL & NO.

ROUTE:

FINAL DESTINATION & ADDITIONAL ROUTING:

BOOKING NO.

VESSEL:

VOYAGE:

LAST RECEIVING DATE:

SHIPPING RATE:

| QTY | DESCRIPTION | SEED CNT | LOT | PRODUCT | RLS # | NET LBS |
|---|---|----------|-----|---------|----------|-----------------|
| 22 | MYASI MYACOBIA EDIBLE IN 2000# TOTES E EDIBLES STB 1 TON TOTE BAG | | | 239000 | 35833- 2 | 44000 |
| | | | | | | TOTAL LBS 44000 |
| Driver to Call 8 Hrs in Advance. Phone Number: () - Delivery Date: 11/30/01 Contact Name: | | | | | | |
| DRIVER SIGNATURE SHOWS REC. OF PRODUCT IN GOOD CONDITION THANKYOU FOR YOUR BUSINESS. WE APPRECIATE IT. | | | | | | |
| AG 000025 | | | | | | |

SEE REVERSE SIDE FOR NOTICES AND DISCLAIMERS

SHIPPER
BY _____CARRIER
BY _____

BILL OF LADING

BILL OF LADING NO. 36182

CONSIGNEE:

GOYA FOODS OF TEXAS
 GOYA FOODS OF TEXAS
 10460 W PARK
 HOUSTON, TX 77042

CUSTOMER P.O. N052/8655

Release #: 35833-1

CONTRACT NO. 35833-1

Truck # NEB 33286

ASI WYOMING 2001-047

Trailer # NEB 87289

CARRIER: TD EXPRESS

BROKER: WESTERN TRADING

FREIGHT CHARGES: PPD. BY WESTERN TRADING

SEAL NO. ASI #4112B/41129

E23900012351

DATE: 11/28/01

SHIPPER:

ASI WYOMING
 ASI WYOMING
 414 HIGHWAY 14A
 POWELL, WY 82435

~~EXEMPT~~

RAILCAR INITIAL & NO.

ROUTE:

FINAL DESTINATION & ADDITIONAL ROUTING:

BOOKING NO.

VESSEL:

VOYAGE:

LAST RECEIVING DATE:

SHIPPING RATE:

| QTY | DESCRIPTION | SEED CNT | LOT | PRODUCT | RIS # | NET LBS |
|-----|--|--------------|----------------|---------|-------|-----------------|
| 22 | MYASI MYACOBA EDIBLE IN 2000# TOTES E EDIBLES STB 1 TON TOTE BAG | E23900012351 | 239000 35833-1 | | | 44000 |
| | | | | | | TOTAL LBS 44000 |

Driver to Call 8 Hrs in Advance. Phone Number: () - Delivery
 Date: 11/30/01 Contact Name:

DRIVER SIGNATURE SHOWS REC. OF PRODUCT IN GOOD CONDITION
 THANKYOU FOR YOUR BUSINESS. WE APPRECIATE IT.

AG 000027

SEE REVERSE SIDE FOR NOTICES AND DISCLAIMERS

SHIPPER
BY _____CARRIER
BY _____

WYOMING
CERTIFIED SEED
DIRECTORY
2000 Seed List



*University of Wyoming Seed Certification Service
cooperating with
Wyoming Crop Improvement Association*

Wyoming Seed Certification Service • P.O. Box 983 • Powell, WY
Telephone Number: (307) 754-9815 In-state Toll Free: 1-800-923-0080
FAX Number: (307) 754-9820
E-Mail: mdmoore@uwyo.edu
www.uwyo.edu/plants/seeder

PLANT VARIETY PROTECTION ACT

2000 CERTIFIED SEED LIST

The Plant Variety Protection Act (PVPA) was signed into law December 24, 1970. The purpose of PVPA is to encourage the development of novel varieties of sexually reproduced plants and to make them available to the public, providing protection available to those who breed, develop or discover them and thereby promoting progress in agriculture in the public interest.

The owner of a new and novel variety who obtains a Certificate of Protection under the PVPA has control over the use of that variety, somewhat like an inventor has control over his patented inventions. The term of plant variety protection expires 18 years after the Certificate of Protection is issued. The owner has the right to exclude others from selling, offering for sale, reproducing, importing, exporting or using the protected variety in the production of a hybrid or different variety during this time.

Two options for plant protection are available to the developer of a variety. The first option enables the developer and certificate holder to sell or authorize for sale either certified or uncertified seed of the variety. If the certificate holder chooses this option he must resort to civil action if his/her rights are infringed upon within the 18 year period. The second option for protecting a variety is the "certification only" option which utilizes provisions of Title V of the Federal Seed Act. A variety protected in this manner may be sold by variety name only as a class of certified seed. Sale of uncertified seed by variety name is in violation of both the certificate owner's rights and federal and state seed laws. Violators of the Title V may be prosecuted by the Federal or state government.

It is the responsibility of the seller to inform the buyer if the variety is protected. Each container of seed sold should be labeled with a tag indicating the type of protection which the owner has. Under the first option the label will state: "Unauthorized Propagation Prohibited - U.S. PROTECTED VARIETY." If the owner of the variety has chosen the "certification only" option for variety protection, the label will state: "Unauthorized Propagation Prohibited - To Be Sold By Variety Name Only As A Class of Certified Seed - U.S. PROTECTED VARIETY."

For more information regarding PVPA or varieties that may be protected contact the Wyoming Seed Certification Office.

The following growers and companies were producers in 2000 of Foundation (F), Registered (R), and/or Certified (C) classes of seed for the varieties listed. As of this date, fields listed are in the process of being inspected. Some may be canceled, rejected or have reduced acreage. Final certification and the right to represent the seed as certified is dependent on a satisfactory seed testing analysis. Certification is void unless a certification tag accompanies the seed. Varieties where acres are not listed are proprietary and acre figures are not released.

LEGUMES AND GRASSES

| VARIETY | SELLER | AC | CLS |
|--------------------------------|-------------------------------------|----------------------|----------------|
| <i>(Proprietary varieties)</i> | | | |
| ALFALFA | ABI Alfalfa | (208) 467-2191 | C |
| | Allied Seed L.L.C. | (307) 754-8426 | C |
| | DairyLand Seed Company | 1-800-236-0163 | C |
| | Pioneer Hi-Bred International, Inc. | (208) 467-3314 | C |
| | Forage Genetics International | (208) 466-3568 | C |
| <i>(Public varieties)</i> | | | |
| RED CLOVER | Ranger | (307) 765-9259 | C |
| | Wrangler | (307) 765-9259 | C |
| | Vanderploeg, Vance | 16 | C |
| | Vanderploeg, Vance | 16 | C |
| | Alfred Seed L.L.C. | (307) 754-8426 | C |
| CICER MILKWEETCH | | | |
| | Monarch | Etheridge Seed Farms | (307) 754-2366 |
| | | | 14 R |
| CROWNWEETCH | | | |
| | Chemung | Etheridge Seed Farms | (307) 754-2366 |
| | | | 18 C |
| PROSO MILLET | | | |
| | Sunrise | Evergreen Farms | (307) 245-3476 |
| | | | 65 C |

* U.S. PROTECTED VARIETY/UNAUTHORIZED PROPAGATION
PROHIBITED

| DRY BEANS | | DRY BEANS | | PINTO | |
|------------------|--------------------|-----------------|----------------|------------|---------------------|
| VARIETY | SELLER | PHONE | VARIETY | SELLER | PHONE |
| Berry* | ASI-SEEDWEST WY | (307) 762-3269 | 113 | AC Pintoba | ASI-SEEDWEST WY |
| Matterhorn | ASI-SEEDWEST WY | (307) 762-3269 | 164 | | |
| LIGHT RED KIDNEY | Sacramento* | ASI-SEEDWEST WY | (307) 762-3269 | 103 | C |
| | | | | Burke | Apache* |
| MYACOBA | Myasi* | ASI-SEEDWEST WY | (307) 762-3269 | 82 | C |
| | | | | Chase | Preator Bean |
| NAVY | Agri-1* | ASI-SEEDWEST WY | (307) 762-3269 | 19 | F |
| | | | | GTS-900 | ASI-SEEDWEST WY |
| Arthur* | UW Foundation Seed | (307) 754-9815 | 50 | C | (307) 762-3269 |
| | | | | Maverick* | (307) 762-3380 |
| Mayflower* | Preator Bean | (307) 762-3310 | 4 | F | Powell Bean Co. LLC |
| | | | | Otello | Preator Bean |
| Navigator* | ASI-SEEDWEST WY | (307) 762-3269 | 43 | C | Shoshone Valley C&S |
| | | | | Montrose | UW Foundation Seed |
| Norsestar* | ASI-SEEDWEST WY | (307) 762-3269 | 491 | C | (307) 754-9815 |
| | | | | NW410 | Powell Bean Co. LLC |
| ROC372* | Preator Bean | (307) 762-3310 | 393 | C | Otello |
| | | | | UJ 111 | ASI-SEEDWEST WY |
| Schooner* | ASI-SEEDWEST WY | (307) 762-3269 | 30 | R | Powell Bean Co. LLC |
| | | | | UJ 114 | (307) 754-3121 |
| Vista* | ASI-SEEDWEST WY | (307) 762-3269 | 230 | C | Powell Bean Co. LLC |
| | | | | WYO 167 | (307) 754-3121 |
| Voyager* | ASI-SEEDWEST WY | (307) 762-3269 | 293 | C | |
| | | | | | |

DRY BEANS (continued)

* U.S. PROTECTED VARIETY/UNAUTHORIZED PROPAGATION
PROHIBITED

* U.S. PROTECTED VARIETY/UNAUTHORIZED PROPAGATION
PROHIBITED



Feb. 12, 2002

414 Highway 14A - Powell, Wyoming 82435
Ph. (307) 754-0781 · Fox (307) 754-0786

To our valued customers, bean growers, seed growers, potential customers, potential bean growers, and potential seed growers;

The year 2002 is starting off exciting for bean growers. It is hard not to get caught up in the hype and the high markets. This is being driven by speculation that Mexico is going to buy a lot of U.S. beans. We will know more how that develops after the 1st of March. In the mean time, it is good for any growers who still have beans to sell. But mostly it is others that are profiting from these higher prices. As you look to your 2002 planting, I would suggest you keep a couple of points in mind. We have sold out on seed the earliest in our history, which tells us a lot of beans will be planted in the U.S. this year. And always remember a high market in the spring encourages bigger planting also. More beans planted will increase supply to the point of affecting and lowering markets, and we could be right back to overproduction and the up and down pattern of the market. As you look through the ASI contracts available, we hope you will find something that will work for you this year.

We would like you to look over the options, and if interested, please either mail back or drop off (to either Burlington or Garland) your intent sheet, telling us what you would be interested in growing (variety and acreage). Please respond no later than March 1st. We will then take your wishes and try to match them to our needs, and will sign contracts the week of March 11th. We are trying to delay this as much as possible, in hopes that in another month, more growers will know what they will have for water, (which could be critical again in some areas,) and what will develop with the sugar beet acreage. Our total acreage is up both in seed and edibles, so we will be interested in adding new growers, and increases for existing growers. We would encourage each of you to look at both seed and edible contracts for diversification. Contract signing will be informal (drop in as it fits your schedule) on any of the following days or phone in if you want contracts mailed;

Tues. March 12th, or Thurs. March 14th at the Garland plant, between the hours of 9:00 a.m. - 4:00 p.m.

Wed. March 13th, or Fri. March 15th at the Burlington plant, between the hours of 9:00 a.m. - 4:00 p.m.

We will have coffee and refreshments to serve you while you visit. We look forward to a productive year 2002, and I look forward to working with each of you. I thank you for your time and await your reply.

I look forward to seeing you at the annual Wyoming Crop Improvement meetings on Feb. 15th in Powell.

Respectfully,

A handwritten signature in cursive script, appearing to read "Linda Easum".

Linda Easum, ASI Wyoming

Enclosures/2002 contract information

P.S. If anyone has not yet received their final seed payment, it is because we have not yet gotten back all the germinations. Remember, if you have market + premium contracts, you have to set your price by Mar. 1, 2002.

2002 CONTRACT INFORMATION FOR ASI WYOMING**SEED CONTRACTS**(All pricing is based on Passing Inspections, and Purity of 99% and Germination of 20% or better)**PINTO SEED**

PINTOBA
MAVERICK
MONTROSE
BUSTER-
GTS 900
OTHELLO

ALL GREAT NORTHERN, RED, AND PINTO SEED
CONTRACTS CAN BE EITHER FIRM PRICED @ \$21/CWT
OR DENVER MKT. + \$3/CWT WITH AN \$18 FLOOR
OPEN MARKET CONTRACTS MUST BE PRICED BY 2/1/03

RED SEED

RUFUS REDS

GREAT NORTHERN

MATTERHORN

NAVY SEED

ENSIGN
VISTA
REGENT
NORSTAR
ALBION
AGRI I
AVANTI

| | |
|------------|------------------|
| FIRM @\$25 | \$20 FLOOR PRICE |

MYASL

Limited acreage available on Myasi Seed but good edible contracts available

ASI will provide the right generation of seed for planting, either of the foundation or registered class enabling grower to produce a certified or private class of seed, for a cost of \$46/cwt for Pinto, Small Red, and Great Northern and \$50/cwt for Navies, and \$60/cwt for Myasi. ASI will carry this at no interest until the first contract payment. All seed contracts will advance floor prices of contract at harvest. This insures that you will not be paid less for your seed even if it fails to pass testing. Final payments (if one is due) will be made after seed testing is complete, no later than Mar. 1st of the following year. All market + option contracts will need to have the market price set before Feb. 1st of the following year.

ASI pays for all the cost of certification except the \$25 membership dues, to Wyoming Crop Improvement Association, which ASI pays but the grower will reimburse ASI for. You can only grow seed in a field that was in other crops last year, and that has been free of bean disease for at least two years. You will be required to furnish maps and crop information on each seed contract.

Seed beans can be delivered in to either the plant at Burlington or the plant at Garland. If you live closer to Garland, and deliver your seed beans to Burlington, you will be paid an additional freight premium of \$.25/cwt. If you deliver to either plant and have over 30 miles to deliver your seed beans, you will be paid the freight premium. Obviously if you live closest to Burlington, you need to deliver there.

NOTE: In the past, we have allowed germinations of 85% or better. Due to the growing demand for high quality, most end buyers of seed require a minimum germination of 90%. Because we need to meet that need, our requirements are now going to be the 90% minimum germination. This will be no problem for pintos, northern or reds. However, navy and myasi, may not germ at 90% if they come in at very low levels of moisture. They need to be harvested at 13-14% moisture to guarantee a higher germination.

EDIBLE BEAN (COMMERCIAL) CONTRACTS AVAILABLE 2002

| | |
|----------------|-------------------------------|
| PINTO | WYOMING MARKET/(\$15 FLOOR) |
| REDS / PINKS | IDAHO MARKET/ (\$18 FLOOR) |
| GREAT NORTHERN | NEBRASKA MARKET/ (\$16 FLOOR) |
| MYASI | \$22/CWT FIRM CONTRACT |

(NOTE: \$2/CWT PREMIUM WAS PAID FOR BRIGHT COLOR IN 2001. DEPENDING ON SUPPLY, THIS COULD HAPPEN AGAIN IN 2002)

QUESTIONS YOU MIGHT BE ASKING.....

HOW DO MINIMUM FLOOR CONTRACTS WORK? You will be guaranteed the floor price at harvest. If the market is lower, you get the floor price in full when you complete your harvest. If you feel the market may go up, you can delete the floor and then sell when you so choose. If the market is higher at harvest, the floor is no longer necessary, and you would delete the floor clause of the contract. You must however decide at harvest (No later than Oct. 31st) whether you want the floor price or not. You can't have the guarantee and hold the beans and still expect the floor at a later time, if the market does not move up.

HOW DO WE WORK THE SEED? For each of the edible contracts, we have three options for seed. You can purchase the seed outright for the following cash prices:

| | |
|-----------|----------|
| REDS | \$38/cwt |
| NORTHERNS | \$38/cwt |
| MYASI | \$44/cwt |
| PINTO | \$38/cwt |

(Seed at these prices means you will return your production to ASI. If you want to buy seed and you plan to deliver the production to another elevator, that seed will be priced higher and according to variety, as per the ASI Retail Price sheet. No Myasi seed will be sold except under contract. We would also ask that if you sign a Myasi contract with us, you will not sign a yellow bean contract with another company. We are asking this as a precaution to protect our variety, and enforce it's FVP regulations. We do not want our higher yielding, brighter color genetics to be available to anyone trying to unethically obtain our seed.)

If you would like ASI to carry the cost of your seed, we will do so at no interest, but only on the guarantee that all production will be delivered in to ASI, and you must sign a contract stating this. At harvest enough beans will need to be sold to cover the cost of seed if you take the option of holding your beans for a higher than guaranteed price. If you choose the guaranteed price, the seed will be withheld from settlement.

The other option is to exchange 200# of beans for every 100# of seed you take for planting. In this way, no money changes hands, only beans, and again entire production must be delivered in to ASI, as stated in a signed contract. This could be the best seed "price" unless markets go higher than \$20/cwt. On edible bean contracts one total payment is made either at harvest if you take the guarantee, or at such time as you sell if you do not take the guarantee. Storage charges will be tallied quarterly. You can sell at any time during a quarter, and eliminate that quarters storage charges of \$.05/cwt per month, but if you pass a quarter, those charges will be calculated. This is an ADM policy that we are having to put in place beginning in 2002.

Edible beans can be delivered in to either the plant at Burlington or the plant at Garland. No freight will be paid on any edible beans delivered to either facility, unless they are freighted over 100 miles. If that happens, a \$.25/cwt freight allowance will be added.

Here is the approved bean list for crop insurance in Wyoming. Park, Big Horn, and Washakie are approved counties, but NOT Hot Springs County. If anyone from Hot Springs wants coverage, they need to get a written agreement signed giving them permission. Any beans not on the list for the other counties also need written permission - like Mysel Beans. This document needs to be in the Billings office NO LATER THAN MARCH 15, 2002. They are very strict about this deadline.

11/18/2001

STATE: WYOMING (56)

CROP ESTABLISHED PRICE ELECTIONS AND AMOUNTS OF INSURANCE
 APPENDIX TO 2002 CROP YR SPECIAL PROVISIONS OF INSURANCE
 CROPS FILED THROUGH: 12/31/2001

| CROP/TYPE | UNIT MNR. | ESTABLISHED PRICE/AMOUNT OF INSURANCE | | ADDITIONAL PRICE | |
|--------------------------|--------------|---|-------|---------------------|------|
| | | \$ | TON | \$ | TON |
| ALFALFA SEED (APN) | BU | \$ | 1.15 | \$ | N/A |
| BARLEY (APN) | BU | \$ | 1.75 | \$ | 1.55 |
| CORN (APN) | | | | | |
| Grain | BU | \$ | 2.00 | \$ | 0.00 |
| Silage | TON | \$ | 14.00 | \$ | 0.00 |
| DRY BEANS (APN) | | | | | |
| Black Turtle Snap | BU | \$ | 0.17 | \$ | N/A |
| Dark Red Kidney | BU | \$ | 0.35 | \$ | N/A |
| Great Northern | BU | \$ | 0.16 | \$ | N/A |
| Light Red Kidney | BU | \$ | 0.22 | \$ | N/A |
| Pee (Navy, Medium White) | BU | \$ | 0.17 | \$ | N/A |
| Pink | BU | \$ | 0.17 | \$ | N/A |
| Pinto | BU | \$ | 0.16 | \$ | N/A |
| Plus Small White | BU | \$ | 0.18 | \$ | N/A |
| Small Red | BU | \$ | 0.17 | \$ | N/A |
| Small White | BU | \$ | 0.16 | \$ | N/A |
| FORAGE PRODUCTION (46) | | | | | |
| Alfalfa | TON | \$ | 61.00 | \$ | N/A |
| Alfalfa Grass Mixture | TON | \$ | 61.00 | \$ | N/A |
| Grass Alfalfa Mixture | TON | \$ | 75.00 | \$ | N/A |

| C R O P S | AMOUNTS OF INSURANCE | | | |
|-----------|----------------------|--------------|--------------|------------------|
| | CAT. | MIN. AMT. | MAX. AMT. | REF. MAX AMT. |

FORAGE SEEDING (40)

Alfalfa / Spring Seeded (Non-Irr.)
 Alfalfa Grass Mixture / Spring Seeded (Non-Irr.)

| | | | |
|---------|---------|---------|----------|
| \$35.00 | \$62.00 | \$93.00 | \$125.00 |
|---------|---------|---------|----------|

Alfalfa / Spring Seeded (Irr-Irr.)
 Alfalfa Grass Mixture / Spring Seeded (Non-Irr.)

| | | | |
|---------|---------|---------|---------|
| \$10.00 | \$16.00 | \$21.00 | \$30.00 |
|---------|---------|---------|---------|

OATS (APN)

| | | | | |
|----|----|------|----|------|
| BU | \$ | 1.10 | \$ | 1.30 |
|----|----|------|----|------|

POTATOES (46)

| | | | | |
|-----|----|------|----|-----|
| TON | \$ | 3.70 | \$ | N/A |
|-----|----|------|----|-----|

SUGAR BEETS (APN)

| | | | | |
|-----|----|-------|----|-----|
| TON | \$ | 15.00 | \$ | N/A |
|-----|----|-------|----|-----|

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(Continued on next page)

Vol. 88

RUSSIAN WILDRYE
Bozoisky Select

(307) 754-5360

R
2

(307) 272-4323 13 C
(307) 246-3251 75 C
(307) 754-3152 10 C

Dunleavy, Don
Eklund, John
Ellen Cannell

GREAT NORTHERN
Matterhorn

ASI-SEEDWEST WY

DRY BEANS

MYACOBIA
(Proprietary Variety)
Myasi

卷之三

(Proprietary Variety)
* Ensign
Norstar

(Proprietary Varieties)
* Premiere
* Regent

PINTO

(Proprietary Varieties)
* AC Pintoba
Bill Z

* CTS-900

A SL-SEEDWEST: WY

ASI-SEEDWEST WY
Premier Bean

(307) 762-3269 50 C
(307) 762-3310 40 C
 43 R
(307) 762-3269 134 C